

No. 10368

United States
Circuit Court of Appeals
For the Ninth Circuit.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

LONG LAKE LUMBER COMPANY and F. D.
ROBINSON,
Respondents.

Transcript of Record
In Two Volumes
VOLUME I
Pages 1 to 348

Upon Petition for Enforcement of an Order of the National
Labor Relations Board

FILED

MAY - 3 1943

PAUL P. O'BRIEN

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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United States of America
Before the National Labor Relations Board
Nineteenth Region

Case No. XIX-C-538

In the Matter of

LONG LAKE LUMBER COMPANY and
F. D. ROBINSON

and

INTERNATIONAL WOODWORKERS OF
AMERICA LOCAL UNION No. 119, affiliated
with the CONGRESS OF INDUSTRIAL OR-
GANIZATIONS.

COMPLAINT

It having been charged by the International Woodworkers of America, Local No. 119, affiliated with the Congress of Industrial Organizations, hereinafter referred to as the union, that the Long Lake Lumber Company and F. D. Robinson have engaged in and are engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act 49, Statute 449, hereinafter referred to as the Act, the National Labor Relations Board, hereinafter referred to as the Board, by its Regional Director for the Nineteenth Region, as agent of the Board, designated by the National Labor Relations Board Rules and Regulations, Series 2, Article IV, Section 1, hereby issues its complaint and alleges the following:

I.

The respondent Long Lake Lumber Company, hereinafter called respondent Long Lake, is a corporation organized and existing under the laws of the State of Washington, having its principal office and place of business in the City of Spokane, State of Washington, and is now and has been continuously engaged in the manufacture, production, sale, and distribution of lumber and lumber products. The respondent Long Lake owns and at all times hereinafter mentioned has owned large tracts of standing timber in the States of Idaho and Washington.

II.

Respondent Long Lake now is and at all times hereinafter referred to has owned and operated two sawmill plants located in the City of Spokane, State of Washington, engaged in the manufacture and production of lumber and lumber products.

III.

Respondent F. D. Robinson, hereinafter called respondent Robinson, conducts a logging enterprise situated at Caribou Basin, near Sand Point, County of Bonner, State of Idaho, where standing timber, which is owned by the respondent Long Lake, is felled, bucked, yarded, and loaded.

At all times herein mentioned said respondent Robinson has conducted and does now conduct said logging operations for the sole benefit of, and as the agent for and alter ego of, respondent Long Lake.

Respondent Long Lake did at all time herein men-

tioned and does now direct and control the said operations of the said respondent Robinson.

Said respondent Long Lake furnishes funds and equipment to said respondent Robinson which are necessary for the conduct of said logging operations situated aforesaid, by means of loans, or sales or leases of equipment and otherwise.

For many years last past said respondent Robinson has been and now is financially supported by and indebted to said respondent Long Lake.

Said respondent Robinson utilizes equipment, machinery, tools, and supplies owned and possessed by said respondent Long Lake in the conduct of its Caribou Basin logging camp.

Said respondent Long Lake has purported to contract and agree with said respondent Robinson whereby the said respondent Robinson agreed to perform certain operations for the benefit of said respondent Long Lake.

IV.

The respondents, in the course and conduct of said business at the Caribou Basin logging camp, cause and have continuously caused logs to be transported by common carrier engaged in interstate commerce from said logging camp to respondent Long Lake Lumber Company's sawmills at Spokane, Washington, for which such respondent Long Lake requires its logging superintendent, and various other agents and executives, to frequent the Caribou Basin Logging operation and determine how, when, and what logging shall be done, and supervise the

employment and the work of employes and fix and/or guide the said respondent Robinson's labor and log selection policies.

V.

The respondent Long Lake in the course and conduct of its business causes and has continuously caused substantially all of the products produced by it to be sold, shipped, and transported in interstate commerce from its sawmill plants in Spokane, Washington, to, into, and through States of the United States other than the State of Washington.

VI.

International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, hereinafter called Local 119, is a labor organization within the meaning of Section 2, subdivision (5) of the Act.

VII.

The employes of the respondents at their Caribou Basin logging camp, with the exception of supervisory officials, foremen, clerical, and office employes, constitute a unit appropriate for the purpose of collective bargaining in order to insure the aforesaid employes the full benefit of their right to self organization and to collective bargaining and otherwise to effectuate the policies of the Act within the meaning of Section 9, subdivision (b) of the Act.

VIII.

On or about June 6, 1939, a majority of the employes in the unit referred to in paragraph VII

above, designated Local 119 as their representative for the purpose of collective bargaining and said Local thereby was and now is the exclusive representative of all the employes in the aforementioned unit for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment; and on or about June 7, 1939, and at all times thereafter, and particularly on or about June 20, 1939; July 5, 1939; July 10, 1939; July 14, 1939; July 16, 1939; and July 18, 1939, the respondents did refuse to bargain collectively with Local 119 as the representative of their employes in the aforesaid unit with respect to hours, wages, and other conditions of employment, although said bargaining was duly demanded by Local 119 as the exclusive representative of all the employes in the unit described.

IX.

By their refusal to bargain collectively with said union as alleged in paragraph VIII above, the respondents did engage in and have *engaged* in an unfair labor practice within the meaning of Section 8, subdivision (5) of the said Act.

X.

On or about June 7, 1939, respondents discharged from their employ at the Caribou Basin Logging Camp those employes whose names are listed in the schedule attached hereto marked Exhibit "A" and made a part hereof; and thereafter on or about July 14, 1939, and thereafter, hired or authorized the hiring of employes other than the employes named in

Exhibit "A" for the conduct of operations at their Caribou Basin Logging Camp.

The discharge of the said employes and the hiring or the authorization to hire new employes at the Caribou Basin Logging Camp was and is in furtherance of a design to avoid collective bargaining and to discourage membership in the union; and the respondents discharged and locked out the employes named in Exhibit "A" for the reason that said employes had joined and assisted Local 119.

XI.

On or about August 17, 1939, the respondents did discharge Cecil Chaney, Fred Chaney, A. J. Burford, and Charles Brodine, and did on or about August 21, 1939, discharge O. W. Haney and A. J. Waffle, and at all times since said dates refused to reinstate the above-named individuals and each of them for the reason that the above-named individuals and each of them joined and assisted Local 119.

XII.

By the acts and course of conduct set forth in paragraphs X and XI above, the respondents have discriminated and are discriminating with regard to hire and tenure of employment of said employes named in said paragraphs and have discouraged and are discouraging membership in said Local 119, and did thereby engage in and are thereby engaging in unfair labor practices within the meaning of Section 8, subdivision (3) of said Act.

XIII.

Since on or about June 6, 1939, the respondents by their officers, employes, and agents have by various acts and statements interfered with, restrained, and coerced their employes in the exercise of their right to self organization, to form, join, or assist a labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining, or other mutual aid or protection, in that respondents have among other things (a) questioned their employes as to their union membership; (b) advised their employes that their Caribou Basin Logging Camp would discontinue operations if said employes continued their membership in Local 119; (c) advised their employes that their Caribou Basin Logging operations would not operate so long as Local 119 requested the execution of a written agreement; and (d) attacked in a derogatory manner the leadership of Local 119, and its affiliated organizations.

XIV.

By the refusal of the respondents to bargain collectively with Local 119, as alleged in paragraph VIII above, by the shutdown of their Caribou Basin Logging Camp and by the knockout and discharge of their employes described in paragraph X above, and by the discharges of the individuals as alleged in paragraph XI, and by the acts and statements alleged in paragraph XIII of this complaint, and by various other acts and statements, and each of them, the respondents did interfere with, restrain, and coerce their employes in the exercise of the rights

guaranteed to them in Section 7 of said Act, and did thereby engage in and are thereby engaging in unfair labor practices within the meaning of Section 8, subdivision (1) of said Act.

XV.

The activities of the respondents as set forth in paragraph VIII, X, XI, XIII, and XIV above, occurring in connection with the operations of the respondents as described in paragraphs I, II, IV, and V of this complaint, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States of the United States and foreign countries and have led and tend to lead to labor disputes burdening and obstructing interstate and foreign commerce and the free flow of interstate and foreign commerce.

XVI.

The aforesaid acts of the respondents, Long Lake Lumber Company, and F. D. Robinson, described in paragraphs VIII, X, XI, and XIII above, constitute unfair labor practices within the meaning of Section 8, subdivisions (1), (3), and (5), and Section 2, subdivisions (6) and (7) of said Act.

Wherefore the National Labor Relations Board on this 17th day of February, 1940, issues its Complaint against the Long Lake Lumber Company and F. D. Robinson, the respondents herein.

[Seal]

ELWYN J. EAGEN,

Regional Director National Labor Relations Board,
Nineteenth Region, 844 Dexter Horton Building,
Seattle, Washington.

EXHIBIT "A"

Charles Brodine	Ray Stevens
A. J. Burford	Charles Stevenson
Charles C. Dingley	Nathan Way
A. W. Evans	Jack Waffle
Ted Early	Leon Wise
Ralph A. Feoco	Grant Robinson
Arthur Feoco	Fred Williams
J. L. Finley	Robert Yeazel
Dale Greer	Robert Barwise
O. W. Haney	Charles Berry
Martin Hansen	Ernest Berger
Stanley Harder	Arlie Chaney
Emery E. Hunt	Cecil Chaney
Clifford Joseph	Fred Chaney
Joel Joseph	Joe Dobrovec
Ura Kirtley	B. J. Durick
Charles Lisle	Albert Faurot
Burnell N. Lang	Harry Gunsalus
John J. McCarr	Al Hendrickson
Dwight Miller	William Henry
Robert Monett	Sidney Moody
Frank Mor	Frank Murphy
Neil Mardis	Earl Murphy
Greg Moore	Victor Norman
Mjalmar Olson	Cecil Porter
Curtis Peterson	H. A. Sperber
Ralph Peterson	C. C. Sperber
Granville Robinson	Mrs. Marie Sperber
Andrew Swenson	Cecil Ruyon
Boyd Stevens	C. E. Twist
Clyde Smith	

NOTICE OF HEARING

Please Take Notice that on the 11th day of March, 1940, at 10:00 o'clock in the forenoon, in the County Court House, Bonner County, Sandpoint, Idaho, a hearing will be conducted before the National Labor Relations Board by a Trial Examiner to be designated by it in accordance with its Rules and Regulations, Series 2, Articles II, Section 23, on the allegations set forth in the above complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that you have the right to file with the Regional Director for the Nineteenth Region, acting in this matter as agent of the National Labor Relations Board, an answer to the above complaint within ten (10) days of service of said complaint.

Enclosed herewith for your information is a copy of Rules and Regulations, Series 2, made and published by the National Labor Relations Board pursuant to authority granted in the National Labor Relations Act. Your attention is particularly directed to Article II of said Rules and Regulations.

In Witness Whereof, the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional Director for the Nineteenth Region on the 17th day of February, 1940.

[Seal]

ELWYN J. EAGAN

Regional Director, National Labor Relations Board,
Nineteenth Region, 844 Dexter Horton Building,
Seattle, Washington.

United States of America

Before the National Labor Relations Board

Case No. C-1729

In the Matter of

LONG LAKE LUMBER COMPANY and
F. D. ROBINSON

and

INTERNATIONAL WOODWORKERS OF
AMERICA, LOCAL UNION NO. 119, affiliated
with the CONGRESS OF INDUSTRIAL OR-
GANIZATIONS

MR. PATRICK H. WALKER and
MR. THOMAS P. GRAHAM, JR.,
for the Board.

MR. E. E. HUNT,
of Sand Point, Idaho, for the respondent Robin-
son.

MR. C. H. POTTS,
of Coeur d'Alene, Idaho, for the respondent
Long Lake.

MR. BLISS DAFFAN,
of counsel to the Board.

DECISION AND ORDER

Statement of the Case

Upon charges and amended charges¹ duly filed by

(1) The original charges were filed on June 15 1939; amended charges were filed on July 5, 1939 and February 16, 1940, respectively.

International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Nineteenth Region (Seattle, Washington), issued its complaint, dated February 17, 1940, against Long Lake Lumber Company and F. D. Robinson, herein jointly referred to as the respondents, alleging that the respondents had engaged in and were engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, together with notice of hearing thereon, were duly served upon the respondents and the Union.

The complaint alleged that Robinson conducted a logging enterprise in standing timber owned by Long Lake Lumber Company, herein referred to as Long Lake, and that he did so for the sole benefit of and as the agent for and alter ego of Long Lake; that Long Lake directed and controlled the Robinson enterprise, supervised the employment and work of employees employed by Robinson, and fixed and guided Robinson's labor and log-selection policies. With respect to the unfair labor practices the complaint alleged in substance that the respondent: (1) on or about June 7, 1939, and at all times thereafter, and particularly on June 20 and July 5, 10, 14, 16, and 18, 1939, refused upon request to bargain col-

lectively with the Union, which on such dates represented a majority of the respondents' employees within an appropriate unit; 2) on or about June 7, 1939, discharged and locked out 61 named employees because they joined and assisted the Union and on or about July 14, 1939, hired or authorized the hiring of others to take their places, thereby discouraging membership in the Union and furthering a design to avoid collective bargaining with it; (3) on or about August 17, 1939, discharged four named employees and on or about August 21, 1939, discharged two named employees because they joined and assisted the Union; and (4) by these and other acts, since on or about June 6, 1939, interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in the Act.

Robinson filed an answer to the complaint, dated February 27, 1940, in which he: (1) denied that he was the agent for and alter ego of Long Lake and alleged affirmatively that he was an independent contractor operating under a contract with Long Lake; (2) denied engaging in any unfair labor practices; and (3) alleged that on June 6, 1939, his logging operations were shut down because of bad weather and that the employees alleged by the complaint to have been discharged or locked out on or about June 7, 1939, were not discharged or locked out because of their union membership or activity but were released until such time as inclement weather conditions existing at that time permitted the resumption of operations; and that when such

operations were resumed he offered reemployment to all of said employees that could be reached.

Long Lake filed an answer to the complaint dated February 28, 1940, in which it: (1) denied that Robinson was its agent and alter ego and alleged affirmatively that Robinson was an independent contractor operating under a contract with it; and (2) denied engaging in any unfair labor practices.

Pursuant to notice, a hearing was held in Sand Point, Idaho, from March 11 to 21, 1940, before Joseph L. Hecktoen, the Trial Examiner duly designated by the Acting Chief Trial Examiner. The Board and the respondents were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. During the hearing, the Trial Examiner granted without objection, motions made by counsel for Robinson to amend his answer in minor particulars. During the course of the hearing, the Trial Examiner made numerous rulings on other motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed.

On November 2, 1940, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon all parties, in which he found that the respondents had engaged and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (5) and Sec-

tion 2 (6) and (7) of the Act. He recommended that the respondents be ordered to cease and desist therefrom and that they take certain affirmative action in order to effectuate the policies of the Act. He also recommended that complaint be dismissed in so far as it alleges discrimination within the meaning of Section 8 (3) of the Act with regard to the hire and tenure of employment of Albert Faurot and Al Hendrickson, with respect to the discharges of Cecil Chaney, Fred Chaney, A. J. Burford, and Charles Brodine, on or about August 17, 1939, and with respect to the discharges of O. W. Haney and A. J. (Jack) Waffle on or about August 21, 1939. Thereafter, on December 2, 1940, the respondent Long Lake and on December 3, 1940, the respondent Robinson and the Union, filed exceptions to the Intermediate Report; the respondents also filed briefs in support of their exceptions. None of the parties requested leave to argue orally before the Board.

The Board has considered the exceptions and briefs filed by the parties and except as they are consistent with the findings of fact, conclusions of law, and order set forth below, finds the exceptions to be without merit.

On February 11, 1941, International Woodworkers of America, Local No. 239, filed a motion requesting that Local No. 239 be substituted for Local Union No. 119. Pursuant to notice to appear and show cause why said motion should not be granted, duly served upon all the parties, and no

cause having been shown by the return date, on June 9, 1941, the Board ordered that the name International Woodworkers of America, Local No. 239, be substituted for the name International Woodworkers of America, Local Union No. 119. Both are herein referred to as the Union.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. The business of the respondents

The respondent, Long Lake Lumber Company, is a Washington corporation, having its principal place of business in Spokane, Washington, where it is engaged in the manufacture and sale of lumber. In 1939 it obtained approximately 37,000,000 feet of timber for manufacture, at least 7,900,000 feet thereof being obtained outside the State of Washington. In 1939 it sold approximately 50,000,000 board feet of manufactured lumber, between 60 and 75 per cent of such sales being made to customers outside the State of Washington.

The respondent, F. D. Robinson, is an individual engaged in logging at Caribou Basin, Sand Point, Idaho. In 1939 he produced approximately 7,900,000 feet of timber, all of which was then transported to Long Lake in Spokane, Washington.

On June 28, 1935, Long Lake entered into a contract with Humbird Lumber Company by which the latter sold to Long Lake standing timber in certain described sections in Bonner County, Idaho (the region being known as the Caribou Basin). The

contract specified the manner in which timber should be cut.

In 1935 and 1936, Long Lake built a lumber camp and roads at Caribou Basin, engaging the respondent Robinson for this task. Thereafter Robinson began logging the tract for Long Lake under a written agreement by the terms of which Robinson was paid in accordance with the amount of logs produced.² The agreement, terminable by either party upon 30 days' written notice, further provided that all logging done by Robinson should be in accordance with the provisions of the existing contract between Humbird Lumber Company and Long Lake. Under the agreement Robinson secured from Long Lake advancements to defray a substantial portion of the operating expenses of his logging operations, which amounts were thereafter charged off against the amounts to be paid him under the terms of the agreement. Logging operations were conducted by Robinson at Caribou Basin during the years 1937, 1938, and 1939, all logs produced being shipped to Long Lake at Spokane. In 1938, 11,821,830 feet,

(2) The written agreement between Robinson and Long Lake covering logging operations at Caribou Basin for the year of 1939, was introduced in evidence. It was agreed that substantially similar agreements were executed between the parties at the beginning of each year during which Robinson logged timber at Caribou Basin. The agreement for 1939, dated January 26, 1939, was in the form of a letter written in duplicate and addressed to Robinson which provided that Robinson should signify his acceptance of the terms thereof by signing and returning the original to Long Lake.

and in 1939, 7,900,000 feet, of timber were shipped from Caribou Basin to Long Lake at Spokane. As of January 26, 1939, as a result of advancement and operations for the preceding years, Robinson owed Long Lake \$24,934.06.

James Brown, Sr., is president of Long Lake. Long Lake's woods superintendent, J. E. Breen, and assistant woods superintendent, James Brown, Jr., the son of James Brown, Sr., regularly inspected the logging operations at Caribou Basin to ascertain whether or not the provisions of the contract between Long Lake and Humbird Company regarding logging the timber were being complied with.

In June 1939 there were approximately 95 employees in the logging camp at Caribou Basin.

II. The organization involved

International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the respondents at Caribou Basin.

III. The unfair labor practices

A. Events preceding the shut-down; the shut-down on June 7

The camp at Caribou Basin was opened for logging operations in the late spring of 1939 and the Union initiated an organizational drive among the employees in the camp.

Early in June, during this organizational drive, Fred Chaney, one of the employees, asked Robinson

whether he, Chaney, should join the Union. Robinson replied that Chaney would have to use his own judgment, but asked Chaney who had been advocating the Union. Chaney told Robinson the names of those who had been soliciting Chaney's son to join.

On June 5, 1939, according to Leon Wise, who was one of the most active advocates of the Union, he was called into Robinson's office where he met with Robinson and Arden Davis, Robinson's bookkeeper. Wise testified that Robinson stated that he understood that Wise had been "organizing for the C.I.O. in this camp" and that if it were true "I want to fire you and every damned man you gave a card to. And if there is another fellow working with you here, I want to get him too." Wise testified that he replied that Robinson "might as well fire them all, because, as far as I know, the camp is organized 100 per cent," and that Robinson then threatened to "shut the camp down" and stated that Wise was a "sucker" and that "after J. L. Lewis got a couple of more millions," Wise "would find out." Wise testified that he asked Robinson whether he thought it was "fair and square to shut the camp down" when no demands had yet been made by the Union, to which Robinson replied, "The demands will come later, and I cannot operate with that kind of organization at all." After some further discussion Robinson stated that he would not close the camp "so long as they took out 10,000 feet a day."

Both Robinson and Davis denied the above testimony of Wise. The Trial Examiner, who had an

opportunity to observe the witnesses, found Robinson an evasive and reluctant witness and Davis unconvincing. On the other hand, the Trial Examiner found Wise to be a forthright witness and credited his testimony concerning the foregoing conversation. We find that the foregoing conversation between Wise and Robinson occurred substantially as testified to by Wise.

On June 6, 1939, a jammer used for the hauling of logs broke down and Robinson laid off the jamming crew. This incident served to give impetus to the organizational drive. Wise met with Herbert Johnson, the organizer for the Union, and it was determined by them to hold a union meeting that afternoon. Wise then went to advise the men in the camp of the scheduled meeting and, while in the bunkhouse so occupied, was accosted by Robinson. According to Wise, Robinson stated, "Boys, I understand you are holding a meeting in this camp. There will be no God damned meeting held in this camp tonight, or any other time. This is my camp, * * * I want you to get out and get off of it." According to Wise, Robinson then said, "Why don't you hire a union hall somewhere? This is no union hall. Why do you want to pick on me; why don't you organize with Mr. Johnson at the Diamond?" Wise then attempted "to cool him off," and Robinson then told Wise to "go ahead and hold your meeting." Wise testified further that Johnson arrived at about that time and was introduced by Wise to Robinson; that Johnson advised the latter that the union committee would like to

meet with him after the union meeting; that Robinson agreed to meet with the union committee and advised Johnson that James Brown, Jr., "will also be here and talk to you"; and that when Johnson inquired as to the latter's identity Robinson explained that "His father owns all this stuff here."

Robinson denied the above testimony of Wise. The Trial Examiner, however, found Robinson to be an unreliable witness and credited Wise's testimony, as we do. We find that the foregoing conversation occurred substantially as testified to by Wise.

Shortly after the foregoing conversation Robinson approached C. C. Sperber, the camp cook, and remarked, "We might be going to have some excitement in the camp as there is going to be a union meeting for organization."

The Union meeting was held at about 4:30 p. m. on June 6 and a committee was there selected to confer with Robinson. Immediately after the meeting, the committee, together with Johnson, the organizer for the Union, conferred with Robinson in the latter's office for the purpose of presenting certain demands. Wise testified that Johnson asked Robinson "if he recognized these men as a committee of the I.W.A., Local 119, this committee representing a majority in his camp," to which Robinson answered, "Well, what else can I do? They are all there." Greg Moore, a member of the union committee, testified that Johnson said, "This is the committee representing the workers in this camp; and will you recognize these men as a com-

mittee?" and that Robinson "agreed to recognize that Committee representing the majority of the workers." Robinson in his testimony, denied that Johnson asked for recognition in these terms, or that he, Robinson, at any time agreed to or did recognize the Union. We find, as did the Trial Examiner, that on this occasion Robinson did in fact recognize the union committee as the representative of a majority of the employees at the camp.

The committee, through Johnson, presented written grievances to Robinson. The Union asked that members of the jammer crew, whose jammer had broken down the same day, be reinstated. Robinson said the men had not been discharged, but were temporarily laid off because the jammer had broken down, and agreed to reemploy them within 2 or 3 days. The Union demanded that employees at the camp be rehired from year to year before new employees were put on the pay roll. Robinson agreed to employ former employees in so far as jobs which such men were capable of performing, were available. The Union accepted this proposal. Agreement was also reached on the Union demand that "cedar makers" be rehired, Robinson agreeing to do so in so far as work was available for them. Robinson agreed to hire local help before going outside the camp area for employees. Union demands for a "bull cook," clean blankets, connecting of the showers, repair of leaky roofs in the bunkhouses, and starting the electric light plant were also agreed to by Robinson. At the end of the meeting, Johnson shook hands with Robinson and said, "Mr. Rob-

inson, you have an organized camp. We have got lots of them. We will get along fine. I am assured we will get along fine hereafter." Robinson replied, "Yes, I think so; I hope so." Thereafter, the committee reported the results of the meeting to the Union members at the camp the same evening.

As Wise was leaving the camp after the Union meeting on the evening of June 6, he observed James Brown, Jr., arrive. Robinson, Brown, Jr., and Johnson conferred in Robinson's office that evening at about 7 o'clock. The record does not indicate the subject matter of their conversation.

Although Brown, Sr., and Robinson testified that they could not recall having conferred by telephone on the evening of June 6, the record shows that two telephone calls were received at the Robinson camp on that evening, one from the home of Brown, Sr., in Spokane, shortly before 7 p. m., and another from the Spokane City Club, of which Brown, Sr., was a member, between 7 and 8 p. m. The latter call was placed by Brown, Sr., and received by Robinson. We find that Long Lake communicated with Robinson on the evening of June 6, at or about the time that Robinson was meeting with the committee of the Union.

Early in the morning of June 7, 1939, Robinson informed the employees that the camp was being shut down and instructed them to turn in their tools and blankets. The men turned in their equipment, were paid off, and with two or three exceptions vacated the camp.

B. Events subsequent to the shut-down;
the bargaining conferences

About four in the afternoon of June 7, the Union held a meeting in Sand Point and voted to go out on strike because of the shut-down. On June 15, 1939, the Union filed charges of unfair labor practices with the Regional Director of the Board. During the last week in June, a Union committee consisting of Clyde Smith, Amon Garvin, Martin Hansen, Greg Moore, A. J. Burford, Leon Wise, and Johnson, met on four or five occasions with Robinson and his counsel, Everett E. Hunt, in Sand Point.³ Board Field Examiner A. C. Roll attended some of or all the meetings. At the first or second meeting, the Union proposed entering into a written stipulation to be signed by the Union and Robinson, providing that the Union withdraw its charges and abandon the strike upon condition that Robinson reemploy the strikers, reopen the camp as soon after July 5 as possible, and, upon proof by the Union of its majority, recognize it as sole collective bargaining agent for the employees at the camp. Under the proposal the Board was to superintend a check of the union membership applications against the June 5 Robinson payroll and certify a majority, if found. While the parties orally agreed to these terms, the stipulation was not executed, Hunt stating that "Robinson would not sign anything."

Roll then suggested that the Union and Robinson write substantially similar letters to the Regional

(3) The record is not altogether clear as to the time, number, or place of these meetings.

Director, embodying the agreement described above. The Union prepared a letter, as did Robinson. The Robinson letter contained the following:

At the present time, we do not know how many of the men have affiliated with the Union and therefore we have not recognized any particular group as an exclusive bargaining agency for our employees. However, after work is resumed, it is our intention to recognize the Union which shows conclusively that it has within its membership a majority of our employees.

The Union rejected Robinson's letter, contending that it was not in accordance with the agreement. Neither letter was sent.

At one of the meetings, the Union proposed that a card check be made by the parties themselves and that the question of representation be settled between them. Hunt began a check of the union applications against the June 5 pay roll, but expressed doubt as to the authenticity of the signatures, suggesting that the applications might have been signed under duress, and insisted on making a written list of the names on the applications. Before Hunt had completed his check, Johnson removed the cards.

Subsequently, it was agreed that the Union committee would meet with Robinson with neither Hunt nor Johnson present. At this meeting, Wise presented the Union application cards to Robinson and pleaded with him to check them against the pay roll. Robinson's only reply was, "Boys, I have agreed to meet with you but I am not saying a word, I am

not allowed to say anything. You talk all you want to and as long as you want to, and I will sit here and listen to you. I am not saying a word; my hands are tied.”

At the last meeting between the Union committee, Robinson and Hunt, it was agreed that the Board would conduct a consent election on July 6. The Union, however, for some reason undisclosed by the record, withdrew from this agreement, and the election was never held.

C. The picketing; the reopening of the camp

On the morning of July 6 the Union established a picket line on the road leading into the camp. On about July 11, Robinson appeared at the picket line with a number of local law enforcement officials. Robinson told the officials that the picket line was preventing the entrance into the camp of several employees who wished to go to work. Several men who had apparently come up with Robinson with the intention of going to work, replied that they wished to go to work but would not go through the picket line. The sheriff, Warren Rapp, then asked both the picketers and those who had intended to go to work how many of them were Union members and substantially all present indicated that they were. On the witness stand, Wise recounted the following incident at this point. He testified:

[Rapp] said “Why don’t you boys try to get together with Frank [Robinson] and try to settle the thing?” And Mr. Johnson and I said, “Sure, we can settle it right here and now. Here is the Long Lake Lumber Company crew

on both sides and we will hold a card check right now." And Frank was walking up and down and Frank said, "I won't recognize the Union." And Mr. Johnson and I then talked to him and said, "Let us hold an election in the road." And all he would say was, "I won't recognize the Union."

This testimony of Wise, although denied in substance by Robinson, was corroborated by two other witnesses for the Board. We credit, as did the Trial Examiner, Wise's testimony regarding the incident.

Robinson testified that when he was attempting to take the men through the picket line on July 11, he made an offer of reinstatement to all of the striking employees through Johnson but that Johnson refused such offer on behalf of the employees by stating that the men would not return to work until Robinson recognized the Union. His testimony in this respect was undenied and we, therefore, find that such an offer was made.

On July 14, 1939, Robinson again appeared at the picket line with a newly recruited crew of men. On this occasion, with the aid of the State police, the crew succeeded in passing through the picket line. The camp began full operation on about July 20, 1939, with many of the strikers returning to work at or about that time. While the record does not disclose when the strike was terminated by the Union, it appears from Robinson's testimony that Union picketing was still in progress on July 29.

D. Conclusions regarding the shut-down

The complaint alleges that the respondents shut down the camp on June 7, 1939, in order to avoid collective bargaining with the Union, and that the respondents thereby discriminated in regard to the hire and tenure of employment of 61 employees⁴ who were locked out of the camp because of the shut-down. Robinson contends that the camp was shut down on June 7 because continued rain had rendered it impossible to continue logging operations.

During the latter part of May and the early part of June 1939, the amount of rain precipitation at Robinson's camp was somewhat higher than average, and this heavy rainfall had made trucking operations impracticable. It further appears that it was not practical to continue cutting timber until some of that already cut and lying in the woods had been trucked out. Even so, we are not satisfied from the evidence that these conditions prompted Robinson's sudden decision on June 7 to shut down the camp entirely. Although the amount of rain precipitation at Caribou Basin had been even higher in June 1937 than it was in June 1939 and there were days when the men could not work because of the rain during the former year, Davis testified that the men had not been paid off in 1937 and the camp had not been vacated. Furthermore, other contractors in the vicinity of Caribou Basin continued their

(4) With the exception of two employees as to whom the complaint is dismissed below, these employees are listed in Appendix A and B.

operations to some extent during June 1939 notwithstanding the fact that it was no more possible for them than for Robinson to engage in trucking operation. Indeed, so far as the record reveals there was no precedent whatsoever for the complete shut-down of the camp during the logging season because of weather conditions. We find, as did the Trial Examiner, that the shut-down did not occur for this reason. On the other hand, the circumstances surrounding the shut-down, its taking place immediately after the organization of the Union and its presentation of demands to Robinson, together with the hostility exhibited by Robinson toward the Union upon learning of its organizational activity and his threat at that time to shut the camp down because of such activity, indicate that the shut-down was prompted by a desire to avoid collective bargaining with the Union and that Robinson took advantage of the adverse operating conditions caused by the excessive precipitation merely to close the camp down in order to defeat the Union.

This conclusion finds confirmation in testimony concerning conversations held by Robinson and James Brown, Jr., with two employees of the camp on the day of the shut-down. J. L. Finley, an employee, testified that he came to the camp on June 7, shortly after the shut-down, there met Robinson and James Brown, Jr., and asked them "what was going on." According to Finley, either Robinson or Brown advised him that a strike had been called on the previous day and demands had been made by the Union for an increase in wages and general

camp improvement which Robinson had agreed to; that on the morning of June 7 the Union had made demands for further increases in wages "so he had shut the camp down" because it could not be operated on the basis of the new demands. Finley testified further that James Brown, Jr., then remarked that Long Lake's mills at Spokane were "organized of local fellows" and that "If you fellows had an organization of that kind amongst yourselves, we would recognize that sort of a union."

Likewise, Wise testified that at about 5 p. m. on June 7 he met James Brown, Jr., in Sand Point and told him that the Union had voted to strike earlier in the afternoon. According to Wise, Brown remarked that Robinson was indebted to Long Lake in the sum of \$34,000 and to a bank in the sum of \$10,000 and that "there isn't any chance of our getting our money back. The job is too large for him; there is too much friction between Mr. Robinson and the camp, and he is not the man to handle that job; we are going to take Frank and put him on another job." When Wise inquired regarding what disposition was to be made of Robinson's contract with Long Lake, Brown stated that Robinson had no contract but was "just a gypo owner."⁵ Wise testified further that Brown then stated "that it was all right for you fellows to organize," that "you could have got together here and formed a union of your own and we would have helped you"; and

(5) A gypo is, roughly, a subcontractor who uses his own equipment on the job; he is considered to be an employee.

that "we get along fine with the men in the mill and never have any trouble and we could have got along the same here, but you fellows didn't realize the kind of organization you have joined, you could not have done any worse; even the A. F. of L. would have been better than the thing you got into." After some further conversation, according to Wise, Brown remarked that "Dad has spent \$6,000 on me during the past year investigating the different labor organizations and how it was affecting business, but I know we cannot operate with your kind of organization, and we will shut her down."

Brown, Jr., denied the conversation testified to by Finley; Robinson did not testify on the subject. Brown, Jr., also denied the remarks attributed to him by Wise. The Trial Examiner, who had an opportunity to observe the witnesses, was impressed with the truthfulness of Wise and Finley, but found Brown, Jr., to be evasive and unconvincing. For this reason, and because the testimony of Wise and Finley is consistent with all the other events in the case, we credit their testimony and find, as did the Trial Examiner, that the foregoing conversations occurred substantially as testified to by them.

Upon the basis of the foregoing remarks of Robinson and James Brown, Jr., and the entire course of events following the organizational activity on the part of the Union, we find, as did the Trial Examiner, that the respondents shut down the camp on June 7 in order to prevent organizational activities among the employees and collective bargain-

ing with the Union, and that by such action, they discriminated in regard to the hire and tenure of employment of the employees listed in Appendices A, and B, who were locked out of the camp because of the shut-down, thereby discouraging membership in the Union and interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act. We further find that the strike called by the Union on June 7, 1939, was occasioned by the respondents' unfair labor practices in thus shutting down the camp and locking out their employees.

Albert Faurot was hired for a specific period and was discharged on June 5, at the completion of this period. Al Hendrickson was one of the two or three employees who continued to work during the shut-down. Accordingly, neither Faurot nor Hendrickson, both alleged in the complaint to have been discriminated against, should be included in that category. For this reason they are not named in Appendices A or B and the complaint will be dismissed as to them.

E. Conclusions regarding the bargaining conferences; the refusal to bargain

(1) The appropriate unit

The complaint alleges that the respondents' employees at the Caribou Basin logging camp, except supervisory officials, foremen, and clerical and office employees, constitute a unit appropriate for the purposes of collective bargaining. Neither of the respondents contested this allegation at the hear-

ing. We find that the respondents' employees at the Caribou Basin logging camp, excluding supervisory officials, foremen, and clerical and office employees, at all times material herein constituted and that they now constitute a unit appropriate for the purposes of collective bargaining, and that said unit insures to the employees of the respondents the full benefit of their right to self-organization and to collective bargaining and otherwise effectuates the policies of the Act.

(2) Representation by the Union of a majority
in the appropriate unit

Robinson's pay roll shows 93 employees in the appropriate unit as of June 6, 1939,⁶ the date of the first meeting between Robinson and the Union. As of this date, 51 employees within the appropriate unit had signed applications for membership in the Union and designated it as their "sole collective bargaining agent." We have found above that the respondents' action in shutting down the camp

(6) The pay roll introduced into evidence was dated June 5. The name of Albert Fauret appears on this pay roll but is not included in the computation, since as stated above he was dismissed on June 5. The names of the jammer crew that was laid off are included, because as stated by Robinson, they had been merely laid off. The names of Arden Davis, bookkeeper and office manager, and Jack Bopp, Davis' assistant, also appear on the pay roll but are not included within the appropriate unit. Victor Norman's name is not on the pay roll of June 5, but he entered the respondents' employ on June 6, and is accordingly included within the appropriate unit.

on June 7, 1939, constituted an unfair labor practice. We have also found that the strike beginning on that date was occasioned by the respondents' unfair labor practices in thus shutting down the camp and locking out their employees. Such strike constituted a labor dispute and the employees who were in Robinson's employ on June 7,⁷ whose work ceased as a result of said labor dispute and of the respondents' unfair labor practices, remained employees within the meaning of Section 2 (3) of the Act and continued to constitute the appropriate unit. Twelve more employees within the appropriate unit signed application cards between June 7 and June 12, 1939, and three more signed application cards on July 5, about the date when the negotiations between Robinson and the Union broke down.

We find that on June 6, 1939, and at all times thereafter, the Union was and that it is the duly designated representative of a majority of the employees in the appropriate unit. Pursuant to Section 9 (a) of the Act, the Union was and is, therefore, the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(3) The refusal to bargain

We have found above that on June 7, 1939, after a preliminary bargaining conference, the respond-

(7) Including the jammer crew laid off on June 6. See footnote 4, *supra*.

ents shut down the camp and locked out their employees in order to avoid further bargaining with the Union. Their action in thus shutting down the camp was tantamount to a refusal to bargain with the Union on that date, and we find that such action did constitute such a refusal.⁸

At the conference with the Union on the evening of June 6, Robinson raised no question as to the Union's majority but, on the contrary, expressed himself as satisfied that the Union did represent a majority. After the shut-down, Robinson and his attorney, Hunt, in conferences with the Union persistently questioned the Union's majority and placed every obstacle in the path of the Union's attempts to show a majority. It is apparent from their conduct that their insistence upon technicalities was not the result of honest doubt as to the Union's designation as bargaining agent by a majority of the employees, but was motivated, on the contrary, by their desire to delay and prevent bargaining negotiations.⁹ The most striking evidence of

(8) See *Matter of Atlas Mills, Inc. and Textile House Workers Union No. 2269, United Textile Workers of America*, 3 N.L.R.B. 10; *Matter of Edward F. Reichelt, Robert J. Hill and Russel J. Jensen, doing business as a co-partnership under the name and style of Paul A. Reichelt Co. and Chicago Fur Workers Union, Local No. 45*, 21 N.L.R.B. No. 262; *Matter of United Dredging Company, New Orleans, Louisiana, and Inland Boatmen's Division, National Maritime Union, Gulf District, affiliated with the C.I.O.*, 30 N.L.R.B., No. 118.

(9) *National Labor Relations Board vs. Remington Rand, Inc.*, 94 F. (2d) 862 (C.C.A. 2), enf'g

this attitude lies in Robinson's conduct at the conduct at the conference at which neither Johnson nor Hunt was present, when Robinson insisted that he was there only to listen, and had nothing to say in reply to any of the Union's proposals.

We are convinced that at none of the conferences after the shut-down, did Robinson intend to bargain with the Union and that his expressed doubts as to the Union's majority were not raised in good faith but rather as obstacles and hindrances to delay and prevent any bargaining conferences. That the Union withdrew from the proposed election on July 6 does not affect this conclusion. It is sufficient to note that the Union's withdrawal from the July 6 election came after Robinson had already locked out the employees and otherwise manifested his hostility toward the Union and his unwillingness to bargain with it.

We find that the respondents on June 7, 1939, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of their employees in the appropriate unit, and

as med. Matter of Remington Rand, Inc. and Remington Rand Joint Protection Board of the District Council Office Equipment Workers, 2 N.L.R.B. 626; National Labor Relations Board vs. Chicago Apparatus Co., 116 F. (2d) 753 (C.C.A. 7) enf'g Matter of Chicago Apparatus Company and Federation of Architects, Engineers, Chemists and Technicians, Local 107, 12 N.L.R.B. 1003; Matter of United Dredging Company, New Orleans, Louisiana and Inland Boatmen's Division, National Maritime Union, Gulf District, affiliated with the C.I.O.. 30 N.L.R.B., No. 118.

thereby interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act. We further find that the strike called by the Union on June 7, 1939, because of the respondents' action in shutting down the camp and locking out the employees, was continued by the Union from and after July 11, 1939, when the respondents attempted to reopen the camp, because of the respondents' refusal to recognize and bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit.

F. Other interference, restraint, and coercion

We have found above that the respondents, by the lock-out of their employees on June 7, 1939, and their subsequent refusal to bargain with the Union, interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act. Other instances of interference, restraint, and coercion are also recited above. These appear in Robinson's and Brown, Jr.'s conversations with Wise and Finley on June 6 and 7, in which the former attacked the Union and praised the virtues of an unaffiliated labor organization.

The record contains other instances of interference, restraint, and coercion, which were undenied. At some date subsequent to June 6 Robinson told Fred Chaney, an employee, that he would not recognize the Union and that "he would kill the damned Union anyway." About July 12, 1939, while the camp was still shut down, Robinson met Frank

Mor, an employee, in a saloon in Sand Point and said to him, "That is what you are down here for, because you signed up with the C.I.O.." the inference plainly being that Mor was out of work because he was a member of the Union. On about July 26, 1939, after the camp had reopened, Robinson saw Frank Murphy, who was wearing a Union button while at work in the woods, and said to him, "Well, I see you are wearing your [C.I.O.] button . . . You and your union button won't be here very long."

We find that by the foregoing statements and actions, the respondents interfered with, restrained, and coerced their employees the exercise of the rights guaranteed in Section 7 of the Act.

G. The alleged discriminatory discharges
after the reopening of the camp

The complaint alleges that during August, after the reopening of the camp, Robinson discharged Cecil Chaney, Fred Chaney, A. J. Burford, Charles Brodine, O. W. Haney, and A. J. (Jack) Waffle because they joined and assisted the Union, and thereby discriminated in regard to their hire and tenure of employment. No evidence supporting these allegations of the complaint was introduced and we will, accordingly, order that they be dismissed.

IV. The responsibility of Long Lake for
the unfair labor practices

The complaint alleged that Robinson conducted the logging enterprise at Caribou Basin for the sole benefit of and as the agent for Long Lake,

that Long Lake directed and controlled the enterprise, supervised the employment and work of employees employed by Robinson, and fixed and guided Robinson's labor policies, and that Long Lake participated in the unfair labor practices at Caribou Basin. Both Long Lake and Robinson denied these allegations and alleged affirmatively that Robinson was an independent contractor for Long Lake.

As has been stated above, the agreement between Robinson and Long Lake provided that Robinson log timber bought by Long Lake from Humbird Lumber Company and that Robinson should conduct such logging operations in accordance with the provisions of the contract between Long Lake and Humbird. Since said agreement also provided that it could be terminated by either party upon 30 days' notice, ultimate control over Robinson's logging operations was vested in Long Lake. In order to insure Robinson's logging the timber in accordance with said contract, Long Lake exercised an overall supervision over his logging operations, and the employees engaged therein through Breen, its woods superintendent, and James Brown, Jr., its assistant woods superintendent. While James Brown, Jr., at the hearing, denied that he had any authority over the employees engaged in Robinson's logging operations, he testified that during his supervision of said operations he reported employees whom he found doing improper work either to their "straw bosses" or to Robinson.

It is also clear from the events which have been detailed above that, in addition to exercising gen-

eral supervision over the work of employees engaged in the logging operations, Long Lake also controlled, to a large extent, Robinson's relations and dealings with said employees. When Robinson was first requested to meet with the Union, he informed its spokesman that he would meet with the Union committee later in the day and that Brown, Jr., whose father "owns all this stuff," would also be present to confer with the committee. Although Brown, Jr., did not arrive in camp in time to be present when the committee met with Robinson, upon his subsequent arrival he and Robinson conferred with Johnson, the union organizer.

Moreover, it is apparent from the entire course of events of June 6 and 7, and we find, that Long Lake participated in and directed the decision to shut down the camp. When the union committee met with Robinson on the evening of June 6, he agreed to recognize the Union as bargaining representative of the employees and did bargain with it as such. It is significant that he gave no indication at that time, or any time prior thereto, of any intention of shutting down the camp. However, after Brown, Jr.'s arrival in the camp and after receiving a telephone call from Brown, Sr., Robinson suddenly made the unusual decision to shut down the camp. Other indications of Long Lake's participation and influence in Robinson's decision to shut down the camp and his change in attitude toward collective bargaining with the Union thereafter, are contained in the testimony of Wise and Finley, set out above. Brown, Jr.'s statement to Finley on the

day of the shut-down to the effect that if the employees had an organization of "local fellows," "We would recognize that sort of a union," and his further statement to Wise on the same day to the effect that Long Lake could not operate "with your kind of organization, and we will shut her down" clearly show that both Robinson's decision to shut down the camp and his persistent refusal thereafter to recognize the Union—after having done so without question on June 6 before he had an opportunity to confer with Long Lake—were the result of instructions received from Long Lake. A further indication of the extent to which Robinson's relations and dealings with his employees were controlled by Long Lake is found in Robinson's statement made to the union committee, on the occasion when he met with them alone on or about June 26, to the effect that he had agreed to meet with the committee but was not permitted to say anything because "my hands are tied."

Under all the circumstances, we find, as did the Trial Examiner, that, since Long Lake controlled and directed Robinson's relations with his employees, Long Lake was and is an employer of the employees at Caribou Basin engaged in logging operations within the meaning of Section 2 (2) of the Act.¹⁰ We further find that Long Lake, by the actions of Robinson as directed and controlled by

(10) Matter of H. F. Wilcox Oil and Gas Company; Wilcox Refining Division and/or W. M. Fraser, and Oil Workers International Union, Local 257, 28 N.L.R.B., No. 19.

its officers, as well as by the actions and statements of James Brown, Jr., participated in the unfair labor practices heretofore found to have been committed by Robinson and thus discriminated in regard to the hire and tenure of employment of the employees listed in Appendices A and B attached hereto, thereby discouraging membership in the Union, that Long Lake, on June 7, 1939, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of the employes in the appropriate unit and interfered with, restrained, and coerced said employes in the exercise of the rights guaranteed in Section 7 of the Act.

V. The effect of the unfair labor practices upon commerce

We find that the activities of the respondents set forth in Section III above, occurring in connection with the operations of the respondents described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VI. The remedy

Having found that the respondents have engaged in certain unfair labor practices, we will order them to cease and desist therefrom and to take certain affirmative action which we find necessary to effectuate the policies of the Act.

Having found that the respondents on June 7, 1939, and at all times thereafter, refused to bargain collectively with the Union as the representative of their employees, we will order the respondents upon request to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit.¹¹

(11) The record shows that the Union represented a majority of the employees in the appropriate unit from at least June 6 to July 20, 1939, when the camp reopened. Thereafter, the respondents hired a considerable number of new employees and so far as appears from the record may have hired additional new employees for the logging season of 1940. The record does not show how many, if any, of these new employees joined the Union. The Board, however, has consistently held that an employer cannot escape his obligation to bargain with a union representing a majority of employees at the time of a refusal, because of a subsequent change in the personnel of that unit, where the employer's own unfair labor practices have prevented the Union from increasing its membership from among the ranks of the new employees. Matter of Bloomfield Manufacturing Company, et al. and Metal Polishers, Buffers, Platers and Helpers International Union, Local #6, affiliated with American Federation of Labor, 22 N.L.R.B., No. 10; Matter of American Range Lines, Inc. and Marine Engineers' Beneficial Association, 13 N.L.R.B. 139. See also *International Association of Machinists v. National Labor Relations Board*, 311 U.S. 72, aff'g 110 F. (2) 29 (C.A. for D.C.) enf'g Matter of The Serrick Corporation and International Union United Automobile Workers of America, Local No. 459, 8 N.L.R.B. 621; *National Labor Relations Board v. Bradford Dyeing Ass'n.*, 310 U.S. 318. rev'g Matter of Bradford Dyeing Association (U.S.A.) (a corporation) and Textile Workers'

We have found that the respondents discriminated in regard to the hire and tenure of employment of their employees on June 7, 1939. On the same date the Union voted a strike in protest against the lockout. On July 11, 1939, when Robinson attempted to reopen the camp to resume operations, he was prevented from so doing by the continued strike and the picket line. On that date reinstatement was offered the striking employees but was refused by them because of Robinson's refusal to bargain collectively with the Union.¹² When employees voluntarily go on strike even in protest against unfair labor practices, it has been our policy not to award them back pay during the period of the strike. In the instant case, however, the commencement of the strike on June 7, because of the lock-out of the employees, did not terminate the respondents' obligation to make payments of

Organizing Committee of the C.I.O., 4 N.L.R.B. 604, Windsor Manufacturing Co. v. National Labor Relations Board, 118 F (2d) 494 (C.C.A. 3) enf'g Matter of John J. Oughton, Bertram E. Oughton, and Robert B. Oughten, Individuals and Co-partners trading as the Windsor Manufacturing Company and Textile Workers' Organizing Committee (C.I.O.) 20 N.L.R.B. 310.

(12) As shown above, Robinson testified without contradiction, that when he was attempting to take the men through the picket line on July 11, 1939, he made an offer of reinstatement to all the striking employees through Johnson, the union organizer in charge of its strike activities, but that Johnson refused such offer on behalf of the employees by stating that the men would not return to work until Robinson recognized the Union.

back pay to the locked out employees since on that date the lock-out was in existence and the strike had no effect on the situation. The strike became effective only when the respondents attempted to reopen the camp to resume operations on July 11, 1939, indicated that jobs were available for the employees, but the respondents were prevented from so doing because of the Union picket line. We will, therefore, order the respondents to make whole the employees listed in Appendices A and B for any loss of pay they may have suffered by reason of the lockout by payment to each of them of a sum of money equal to the amount he would normally have earned as wages from June 7, 1939, to July 11, 1939,¹³ less his net earnings¹⁴ during said period.

(13) It appears that Robert Monett, listed in Appendix A, and Victor Norman, listed in Appendix B, worked until June 9 and are, therefore, entitled to back pay only from that date. It also appears that Clyde Smith, listed in Appendix A, was offered reemployment on July 5, which he refused, and is therefore, entitled to back pay only up to that date. The record also discloses that the following named employees, all listed in Appendix B, were reemployed prior to July 11 and, for this reason, are entitled to back pay only up to the respective dates of their reemployment: Victor Norman, reemployed on July 3; Ralph Peterson, reemployed on July 10; C. C. Sperber, reemployed on July 10; Mrs. Marie Sperber, reemployed on July 10.

(14) By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for the unlawful discrimination against him and the consequent necessity of his seeking employment

The employees whom we have found to have been locked out on June 7, 1939, are also entitled to reinstatement upon application.¹⁵ Since it appears, however, that the employees listed in Appendix B have all been reinstated, we will not order their reinstatement. We shall order the respondents to offer to the employees listed in Appendix A reinstatement to their former or substantially equivalent positions. Such reinstatement shall be without prejudice to their seniority and other rights and privileges and shall be effected in the following manner: All persons now employed by the respondents at the Caribou Basin camp who were not employees of the respondents on June 6, 1939, shall, if necessary to provide employment for those to be offered reinstatement, be dismissed. If, thereupon, by reason of a reduction in force, there is not

elsewhere. See Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union Local 2590, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See Republic Steel Corporation v. National Labor Relations Board, 311 U.S. 7.

(15) The refusal of the respondents' offer of employment on July 11, 1939, while engaging in the strike occasioned by the respondents' unfair labor practices in refusing to bargain with the Union, did not impair the right of the striking employees to subsequent reinstatement. Matter of Western Felt Works and Textile Workers Organizing Committee. Western Felt Local, 10 N.L.R.B. 407; Matter of Stewart Die Casting Corporation and United Automobile Workers of America, Local 298, 14 N.L.R.B. 872, enf'd as mod. Stewart Die Casting Corporation v. National Labor Relations Board 114 F.(2d), 849 (C.C.A. 7), cert. den. 61 S. Ct. 449.

sufficient employment immediately available for the remaining employees, including those to be offered reinstatement, all available positions shall be distributed among such remaining employees in accordance with the respondents' usual method of reducing its force, without discrimination against any employee because of his union affiliation or activities, following a system of seniority to such extent as was applied in the conduct of the respondent's business prior to June 7, 1939. Those employees remaining after such distribution, for whom no employment is immediately available, shall be placed on a preferential list prepared in accordance with the principles set forth in the previous sentence, and shall thereafter, in accordance with such list, be offered employment in their former or in substantially equivalent positions, as such employment becomes available and before other persons are hired for such work. Each of the employees thus ordered reinstated, or placed on a preferential list, shall also be entitled to back pay beginning 5 days after his application for reinstatement pursuant to our order, in the event that the respondents do not reinstate him or place him on a preferential list in accordance therewith within such 5 days. Such back pay, if it becomes due, shall be computed in the manner described hereinbefore.

Upon the basis of the foregoing findings of fact and upon the entire record, the Board makes the following:

CONCLUSIONS OF LAW

1. International Woodworkers of America, Local Union No. 119, also known as Local No. 239, affiliated with the Congress of Industrial Organizations, is a labor organization, within the meaning of Section 2 (5) of the Act.

2. Long Lake Lumber Company and F. D. Robinson are employers of the employees at the Caribou Basin, Sand Point, Idaho, logging camp, within the meaning of Section 2 (2) of the Act.

3. The employees of the respondents at the Caribou Basin logging camp, excluding supervisory officials, foremen, and clerical and office employees, at all times material herein, constituted, and they now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

4. International Woodworkers of America, Local Union No. 119, also known as Local No. 239, affiliated with the Congress of Industrial Organizations, was on June 6, 1939, and at all times thereafter has been the exclusive representative of all the employees in such unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

5. By refusing on June 7, 1939, and at all times thereafter to bargain collectively with the International Woodworkers of America, Local Union No. 119, also known as Local No. 239, affiliated with the Congress of Industrial Organizations, as the exclusive representative of the employees in the appropriate unit, the respondents have engaged in and are

engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

6. By discriminating in regard to the hire and tenure of employment of the employees listed in Appendices A and B, thereby discouraging membership in International Woodworkers of America, Local Union No. 119, also known as Local No. 239, affiliated with the Congress of Industrial Organizations, the respondents have engaged in and are engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

7. By interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondents have engaged in and are engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

9. The respondents have not discriminated within the meaning of Section 8 (3) of the Act with regard to the hire or tenure of employment of Albert Faurot and Al Hendrickson; nor in the discharges of Cecil Chaney, Fred Chaney, A. J. Burford, and Charles Brodine on or about August 17, 1939; nor in the discharges of O. W. Haney or A. J. Waffle on or about August 21, 1939.

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c)

of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Long Lake Lumber Company and F. D. Robinson, their officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, as the exclusive representative of their employees at the Caribou Basin, Sand Point, Idaho, logging camp, excluding supervisory officials, foremen, and clerical and office employees;

(b) Discouraging membership in International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, or any other labor organization of their employees, by discharging or refusing to reinstate any of their employees, or in any other manner discriminating in regard to their hire or tenure of employment, or any terms or conditions of employment because of their membership in or activity in behalf of any such labor organization;

(c) In any other manner interfering with, restraining or coercing their employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, as the exclusive representative of their employees at the Caribou Basin, Sand Point, Idaho, logging camp, excluding supervisory officials, foremen, and clerical and office employees;

(b) Offer to the employees listed in Appendix A immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, in the manner set forth in the section entitled "The remedy" above, placing those employees for whom employment is not immediately available upon a preferential list in the manner set forth in said section; and make whole said employees for any loss of pay they may suffer by reason of any refusal of reinstatement or placement upon the preferential list, by payment to each of them of a sum of money equal to that which he would normally have earned as wages during the period from five (5) days after the date of this Order to the date of the offer of reinstatement or placement upon the preferential list, less his net earnings¹⁶ during said period;

(c) Make whole the employees listed in Appendices A and B for any loss of pay they may

(16) See footnote 14, *supra*.

have suffered by reason of the discrimination against them by payment to each of them of a sum of money equal to the amount he would normally have earned as wages from June 7, 1939, to July 11, 1939, except that back pay shall be limited in the case of Victor Norman to the period from June 9 until July 3; in the case of Robert Monett to the period from June 9 until July 11; in the case of Clyde Smith from June 7 until July 5; and in the cases of Ralph Peterson, C. C. Sperber, and Mrs. Marie Sperber from June 7 until July 10, less his net earnings¹⁷ during such period;

(d) Post immediately in conspicuous places in their Caribou Basin, Sand Point, Idaho, logging camp, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to their employees stating (1) that the respondents will not engage in the conduct from which they are ordered to cease and desist in paragraphs 1 (a), (b), and (c) of this Order; (2) that they will take the affirmative action set forth in paragraphs 2 (a), (b), and (c) of this Order; and (3) that the employees are free to become or remain members of International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, and that the respondents will not discriminate against any employee because of membership or activity in that organization;

(e) Notify the Regional Director for the Nine-

(17) See footnote 14, *supra*.

teenth Region in writing within ten (10) days from the date of this Order what steps the respondents have taken to comply herewith.

And It Is Further Ordered that the complaint be, and it hereby is, dismissed in so far as it alleges that the respondents discriminated within the meaning of Section 8 (3) of the Act in regard to the hire or tenure of employment of Albert Faurot and Al Hendrickson, or by discharging Cecil Chaney, Fred Chaney, A. J. Burford, and Charles Brodine, on or about August 17, 1939, or by discharging O. W. Haney and A. J. (Jack) Waffle, on or about August 21, 1939.

Signed at Washington, D. C., this 22 day of August, 1941.

[Seal]

HARRY A. MILLIS,
Chairman.

EDWIN S. SMITH,
Member.

WM. M. LEISERSON,
Member.

National Labor Relations Board.

(17) See footnote 14, supra.

APPENDIX A

Robert Barwise
Ernest Berger
B. J. Durick
A. W. Evans
Arthur Feoco
Dale Greer
Martin Hansen
Ura Kirtley
Charles Lisle
Robert Monett¹⁸
Grant Robinson
Granville Robinson
Boyd Stevens
Ray Stevens
Clyde Smith¹⁹
Leon M. Wise

APPENDIX B

Charles Berry
Charles Brodine
A. J. Burford
Arlie Chaney
Cecil Chaney
Fred Chaney
Charles C. Dingley
Joe Dobrovec
Ted Early
Ralph A. Feoco

(18) See footnote 13, *supra*.

(19) See footnote 13, *supra*.

J. L. Finley
Harry Gunsalus
O. W. Haney
Stanley Harder
William Henry
Emery E. Hunt
Clifford Joseph
Joel Joseph
Burnell N. Lang
Neil Mardis
John J. McCarr
Dwight Miller
Sidney Moody
Greg Moore
Frank Mor
Earl Murphy
Frank Murphy
Victor Norman²⁰
Hjalmar Olson
Curtis Peterson
Ralph Peterson²¹
Cecil Porter
Cecil Runyon²²
C. C. Sherber²³
H. A. Sperber
Mrs. Marie Sperber²⁴

(20) See footnote 13, *supra*.

(21) See footnote 13, *supra*.

(22) Incorrectly spelled Ruyon in the complaint.

(23) See footnote 13, *supra*.

(24) Wife of C. C. Sperber, camp cook, who was

Charles Stevenson
 Andrew Swenson
 C. E. Twist
 Jack Waffle²⁵
 Nathan Way
 Fred Williams
 Robert Yeazel

[Title of Board and Cause.]

SEPARATE ANSWER OF RESPONDENT
 LONG LAKE LUMBER COMPANY

For its Separate Answer to the complaint herein, respondent Long Lake Lumber Company admits, denies and alleges as follows:

I.

This respondent admits the allegations of Paragraph I of the complaint.

II.

This respondent admits the allegations of Paragraph II of the complaint.

reemployed on July 10, 1939. Mrs. Sperber was the second cook. The respondent Robinson's verified answer states that she returned to work on July 10 1939, and therefore, though the record is silent as to her, it is found that she was reemployed on that date, and as stated in footnote 13, supra, is entitled to back pay only up to that date.

(25) Also referred to as A. J. Waffle.

III.

Answering Paragraph III of the complaint, this respondent admits that F. D. Robinson, called respondent Robinson in the complaint, conducts a logging enterprise situated in Caribou Basin near Sandpoint, County of Bonner, State of Idaho, where standing timber being purchased by this respondent, Long Lake Lumber Company, is felled, bucked, yarded and loaded, but denies that said standing timber is owned by this respondent.

This respondent denies that at all times mentioned in the complaint, or at any time mentioned in the complaint, or at any other time or at all, said respondent Robinson has conducted or does now conduct said logging operations for the sole benefit of, or as the agent for or alter ego of this respondent, Long Lake Lumber Company.

This respondent denies that respondent Long Lake Lumber Company did, at all times mentioned in the complaint, or at any time mentioned in the complaint, or at any other time or at all, or does now, direct and control, or direct or control, the said operations of the said respondent Robinson.

This respondent denies that the respondent Long Lake Lumber Company furnishes funds and equipment to said respondent Robinson which are necessary for the conduct of said logging operations situated as aforesaid, by means of loans or sales or leases of equipment, or otherwise, or in any other manner or at all, except by making advances to be repaid out of the contract price of the logs as hereinafter alleged.

This respondent denies that for many years last past said respondent Robinson has been, or now is, financially supported by said respondent Long Lake Lumber Company, but admits that the said Robinson is now, and for several years last past has been, indebted to this respondent in connection with the conduct of his logging operations.

This respondent denies that said respondent Robinson utilizes equipment or machinery or tools or supplies owned and possessed, or owned or possessed, by said respondent Long Lake Lumber Company, in the conduct of its Caribou Basin logging camp, and denies that this respondent has any Caribou Basin logging camp, but admits that this respondent has assisted the said Robinson in the purchase of some machinery and equipment for use in his logging operations, has permitted the said Robinson to use one or two loading jammers under an arrangement for loading other logs as well as the logs produced by him, and that it owns the camp buildings located at the said Robinson's Caribou Basin logging camp and other improvements.

This respondent denies that said respondent Long Lake Lumber Company has purported to contract and agree with said respondent Robinson, whereby the said Robinson agreed to perform certain operations for the benefit of said respondent Long Lake Lumber Company, but admits and alleges that this respondent has entered into written contracts with the said Robinson from year to year during the past several years for the logging of certain timber purchased by this respondent from Humbird

Lumber Company, a corporation, situated in Bonner County, Idaho, tributary to the Caribou Basin, as an independent contractor, and that such contracts have been for the mutual benefit of this respondent and the said respondent Robinson.

IV.

Answering Paragraph IV of the complaint, this respondent denies that the respondents, in the course and conduct, or course or conduct, of said business at the Caribou Basin Logging camp, cause or have continuously caused logs to be transported by common carrier engaged in interstate commerce from said logging camp to respondent Long Lake Lumber Company's sawmills at Spokane, Washington, but admits and alleges that this respondent has caused logs produced by the respondent Robinson at his Caribou Basin logging camp and loaded on cars by him to be transported by common carrier engaged in interstate commerce from said logging camp to this respondent's sawmills at Spokane, Washington.

This respondent denies that said respondent Long Lake Lumber Company requires its logging superintendent, or various or other agents or executives, to frequent the Caribou Basin logging operation, or to determine how or when or what logging shall be done, or supervise the employment or the work of employees, or fix or guide the said respondent Robinson's labor or log selection policies. This respondent admits that it has caused certain of its officers and representatives to frequent the Caribou Basin

logging operation of respondent Robinson from time to time for the purpose of determining whether or not the said Robinson had complied with the obligations of this respondent to the Humbird Lumber Company in the logging of said timber as set forth and contained in the contract for the purchase of said timber hereinafter mentioned.

V.

Answering Paragraph V of the complaint, this respondent denies that the respondent Long Lake Lumber Company, in the course and conduct of its business, causes or has continuously caused substantially all of the products produced by it to be sold or shipped or transported in interstate commerce from its sawmill plants in Spokane, Washington, to or into or through states of the United States other than the State of Washington, but admits that a large part of the products produced by it have been sold, shipped and transported in interstate commerce.

VI.

This respondent is without knowledge with respect to the allegations contained in Paragraph VI of the complaint.

VII.

This respondent is without knowledge with respect to the allegations contained in Paragraph VII of the complaint.

VIII.

This respondent is without knowledge with respect to the allegations contained in Paragraph

VIII of the complaint, except that this respondent denies that it did refuse to bargain collectively with Local 119 as the representative of their employees in the aforesaid unit, with respect to hours, wages and other conditions of employment, or that said Local 119 ever demanded that this respondent bargain collectively with it as such representative, or otherwise. This respondent denies that the said bargaining was duly demanded by Local 119 as the exclusive representative of all the employees in the unit described, and denies that this respondent was an employer of any of the members of said Local 119, or of any of the employees of the said respondent Robinson, or that any of such members or employees were employed by this respondent at any time or at all.

IX.

Answering Paragraph IX of the complaint, this respondent denies that by their refusal to bargain collectively with said Union as alleged in Paragraph VIII of the complaint, or otherwise or at all, the respondents did engage in or have engaged in an unfair labor practice within the meaning of Section 8, subdivision (5) of said Act, or otherwise or at all. This respondent denies that it did refuse to bargain collectively with said Union as alleged in Paragraph VIII, or at all, or that it was ever asked to bargain collectively with said Union, since it was not an employer of any of the members of said Union.

X.

This respondent denies that on or about June 7, 1939, or at any other time or at all, respondents discharged from their employ at the Caribou Basin logging camp those employees whose names are listed in the schedule attached to the complaint, marked Exhibit "A" and made a part thereof; or that thereafter, on or about July 14, 1939, and thereafter, or at any other time or at all, hired or authorized the hiring of employees other than the employees named in Exhibit "A", for the conduct of operations at their Caribou Basin logging camp. This respondent denies that it discharged from its employ any of the persons or individuals whose names are listed in the schedule attached to the complaint, marked Exhibit "A", denies that it was at said time, or at any time, the employer of such persons or individuals, or any of them, and denies that such persons or individuals, or any of them, were at that time or at any time employees of this respondent. This respondent alleges that if any of the individuals whose names are listed in said Exhibit "A" were employed at the Caribou Basin logging camp on or about June 7, 1939, or at any other time, they were the employees of the respondent Robinson, and not the employees of this respondent, and that this respondent had no control whatever over their length or tenure of employment.

This respondent denies that the discharge of said employees or the hiring or the authorization to hire new employees at the Caribou Basin logging camp was or is in furtherance of a design to avoid col-

lective bargaining or to discourage membership in the Union, and denies that the respondents discharged and locked out the employees named in Exhibit "A" for the reason that said employees had joined and assisted Local 119, or had joined or had assisted said Local. This respondent denies that it did discharge said alleged employees, or any of them, or that it did hire or authorize the hiring of any new employees.

XI.

Answering Paragraph XI of the complaint, this respondent denies that on or about August 17, 1939, or at any other time or at all, the respondents did discharge Cecil Chaney or Fred Cheney or A. J. Burford or Charles Brodine, or that they did on or about August 21, 1939, or at any other time or at all, discharge O. W. Haney or A. J. Waffle, or at all times since said dates, or at any other time or at all, refused to reinstate the above named individuals and each of them or any of them, for the reason that the above named individuals and each of them or any of them joined and assisted Local 119. This respondent denies that it discharged any of said individuals or that any of said individuals were at any time employed by it.

XII.

Answering Paragraph XII of the complaint, this respondent denies that by the acts and course of conduct set forth in Paragraphs X and XI of the complaint, or by any acts or any course of conduct, or anything else, the respondents, or either of them,

have discriminated or are discriminating with regard to hire and tenure of employment of said employees named in said Paragraphs, or have discouraged or are discouraging membership in said Local 119, or did thereby engage in or are thereby engaging in unfair labor practices within the meaning of Section 8, subdivision (3), of said Act.

XIII.

Answering Paragraph XIII of the complaint, this respondent denies that since on or about June 6, 1939, or at any other time or at all, the respondents, by their officers or employees or agents, or in any other way or at all, have, by various acts and statements, or any acts or statements, interfered with or restrained or coerced their employees in the exercise of their right to self-organization, or to form or join or assist a labor organization, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining, or other mutual aid or protection, or that respondents have, among other things, questioned their employees as to their Union membership or advised their employees that their Caribou Basin logging camp would discontinue operations if said employees continued their membership in Local 119, or advised their employees that their Caribou Basin logging *opera-* would not operate so long as Local 119 requested the execution of a written agreement, or attacked in a derogatory manner the leadership of Local 119 and its affiliated organizations. This re-

spondent denies that it now has, or has ever had, any employees at the Caribou Basin logging camp, or that any of the individuals employed in connection with the Caribou Basin logging operations are its employees, and alleges that any individuals employed in connection with said Caribou Basin logging operations now are, and at all times mentioned in the complaint have been, the employees of respondent Robinson, and that said logging operation has been conducted by said Robinson as an independent contractor.

XIV.

Answering Paragraph XIV of the complaint, this respondent denies that by the refusal of the respondents to bargain collectively with Local 119, as alleged in Paragraph VIII of the complaint, or by the shut-down of their Caribou Basin logging camp, or by the lock-out and discharge of their employees described in Paragraph X of the complaint, or by the discharges of the individuals as alleged in Paragraph XI of the complaint, or by the acts and statements, or any act or statement alleged in Paragraph XIII of the complaint, or by various other acts and statements or any act or statement, or anything else, or at all, the respondents did interfere with or restrain or coerce their employees in the exercise of the rights guaranteed to them in Section 7 of said Act, or did thereby engage in, or are thereby engaging in, unfair labor practices within the meaning of Section 8, subdivision (1) of said Act, or otherwise or at all. This

respondent denies that it did any of the things alleged in said Paragraph XIV or referred to therein, and expressly denies that any of the individuals referred to therein were its employees.

XV.

Answering Paragraph XV of the complaint, this respondent denies that the activities of the respondents as set forth in Paragraphs VIII, X, XI, XIII and XIV of the complaint, occurring in connection with the operations of the respondents as described in Paragraphs I, II, IV and V of the complaint, have a close or intimate or substantial relation to trade or traffic or commerce among the several states of the United States or foreign countries, or have led or tend to lead to labor disputes burdening or obstructing interstate or foreign commerce, or the free flow of interstate or foreign commerce. This respondent denies that any of the activities referred to in said Paragraph XV were the activities of this respondent.

XVI.

Answering Paragraph XVI of the complaint, this respondent denies that the aforesaid acts of the respondents Long Lake Lumber Company and F. D. Robinson described in Paragraphs VIII, X, XI and XIII of the complaint constitute unfair labor practices within the meaning of Section 8, subdivisions (1), (3) and (5), and Section 2, subdivisions (6) and (7) of said Act, or any of them, or constitute any unfair labor practices. This respondent

ent denies that any of the acts referred to in said Paragraph XVI were the acts of this respondent.

For a further defense to the complaint herein, this respondent alleges:

I.

That the National Labor Relations Board is without jurisdiction to entertain or act upon the charge filed herein by the International Woodworkers of America Local No. 119, affiliated with the Congress of Industrial Organizations, or to issue a complaint thereon against this respondent, for the reason that this respondent is not, and at none of the times mentioned in the complaint was, an employer of any of the individuals mentioned or referred to in the complaint or in said charge, and that at all the times therein mentioned the said individuals were the employees of respondent F. D. Robinson, an independent contractor.

II.

That at all the times mentioned in the complaint this respondent was the buyer of the timber in Bonner County, Idaho, tributary to the Caribou Basin, which was being logged by the said respondent Robinson as an independent contractor, under a contract of purchase in writing with the Humbird Lumber Company, a corporation, made and entered into under date of June 28, 1935, by the terms of which this respondent was required to cut and remove said timber in strict conformity with all the provisions contained in said contract covering the logging of said timber.

III.

That on June 6, 1939, and at all the times mentioned in the complaint, the respondent F. D. Robinson was conducting the logging operations at the Caribou Basin logging camp mentioned in the complaint, for the cutting and removing of a portion of said timber so purchased by this respondent from the Humbird Lumber Company, under a contract in writing bearing date of January 26, 1939, in which, among other things, it was agreed between this respondent and respondent Robinson that all work must be done to conform with the contract between this respondent and the Humbird Lumber Company for the purchase of said timber, and that the Respondent Robinson should receive, for logging said timber and loading the logs on cars, a certain price per thousand feet, as therein specified.

IV.

That the said respondent Robinson was customarily engaged in the independently established business of a logging contractor prior to contracting with this respondent for the logging of said timber; that he owned his own logging outfit and equipment, in which he had invested large sums of money and which was of the reasonable value of \$50,000.00 in the year 1939; that he used such equipment in conducting his logging operations at the Caribou Basin logging camp in 1939, and at various times contracted with persons other than this respondent for the performance of various kinds of work. While engaged in conducting his logging

operations at the Caribou Basin logging camp, being the operations referred to in the complaint, the said respondent Robinson hired and fired his own employees, fixed the amount of their salaries and wages, and exercised complete control of the performance of the work.

V.

That this respondent did not have or retain the right to control or direct the manner in which the said respondent Robinson should log said timber or conduct his logging operations; that this respondent, at no time, exercised or attempted to exercise any direction or control over the manner in which the respondent Robinson should conduct his logging operations, or the means to be employed by him in logging said timber or the employment of workmen to perform labor in connection with such logging operations.

VI.

That the business relationship of said respondent Robinson to this respondent at all such times was that of an independent contractor, and the said Robinson was not an agent or servant of this respondent, and was not subject to the direction or control of this respondent as to the manner or means by which he performed his work in the conduct of his logging operations, and at none of such times did this respondent have the right to control or direct the manner in which the respondent Robinson should perform his work in logging said timber,

or the means or methods which he should use in connection therewith.

VII.

That during the course of such logging operations it was necessary for this respondent to have its officers and representatives keep in touch with the progress of the logging operations of the said Robinson in order to determine whether or not he was logging said timber in strict conformity with the provisions of said contract of purchase from the Humbird Lumber Company, and to require him to comply with the obligations of this respondent to the Humbird Lumber Company under the terms and provisions of said contract of purchase. This respondent did not, at any time, have any control over the actions of said respondent Robinson in the employment of his agents and servants, and did not have or attempt to exercise any authority with respect to the individuals to be employed by him, the compensation which they should receive for their services, or the length or tenure of their employment. This respondent did not have, and did not attempt to exercise, the right to discharge any of the employees of the said Robinson on the job. This respondent made advances to the said Robinson from time to time, as required to meet his payrolls and other expenses, to be repaid out of the contract price of logs delivered.

Wherefore, this respondent prays that the complaint herein be dismissed.

LONG LAKE LUMBER
COMPANY,

By J. M. BROWN,
President.

Respondent.

Post Office Address:

Spokane, Washington.

C. H. POTTS

Attorney for Respondent Long
Lake Lumber Company
Residence and Post Office Ad-
dress: Coeur d'Alene, Idaho.

State of Idaho

County of Kootenai—ss.

J. M. Brown, being first duly sworn, on oath deposes and says: That he is an officer, to-wit, President, of the Long Lake Lumber Company, a corporation, and makes this verification for and on behalf of said respondent and is duly authorized so to do; that he has read the within and foregoing Separate Answer of Respondent Long Lake Lumber Company, and knows the contents thereof; and that he believes the facts therein stated to be true.

J. M. BROWN

Subscribed and sworn to before me this 28th day of February, A. D. 1940.

[Seal] C. H. POTTS

Notary Public in and for the State of Idaho, residing at Coeur d'Alene, Idaho.

[Title of Board and Cause.]

SEPARATE ANSWER OF F. D. ROBINSON

Comes now the respondent, F. D. Robinson, and in answer to the Complaint filed herein by the International Woodworkers of America Local Union No. 119, affiliated with the Congress of Industrial Organizations, admits, denies and alleges as follows, to-wit:

I.

This respondent is an independent contractor engaged in general logging operations in the Caribou Basin, Bonner County, Idaho; that the logs manufactured by respondent are loaded on cars either at Samuels, Idaho or Colburn, Idaho for the Long Lake Lumber Company, this respondent being paid for said logs by the Long Lake Lumber Company at certain rates per thousand board feet therefor. This respondent having no knowledge concerning the allegations of Paragraph I of the Complaint, therefore denies the same.

II.

Admits that the respondent Long Lake Lumber Company now owns and operates two sawmills located in the City of Spokane, State of Washington.

III.

Admits that this respondent conducts a logging enterprise at the Caribou Basin near Sandpoint, Bonner County, Idaho, but denies that said standing

timber is owned by the respondent Long Lake Lumber Company.

Denies that this respondent has conducted and now conducts said logging operations for the sole benefit of and as the agent for and the alter ego of the Long Lake Lumber Company, and alleges the fact to be that this respondent is an independent contractor engaged in logging operations for his sole benefit.

Denies that the Long Lake Lumber Company directs or controls the operations of this respondent.

Denies that the respondent, Long Lake Lumber Company, furnished any equipment whatsoever to this respondent; denies that the respondent, Long Lake Lumber Company, leases any equipment to this respondent; admits that the respondent, Long Lake Lumber Company, advances funds to this respondent in the conduct of said logging operations.

Denies that this respondent is supported financially by the Long Lake Lumber Company but admits that he has been and now is indebted financially to the Long Lake Lumber Company.

Denies that this respondent utilizes equipment, machinery, tools and supplies or any of said items which are owned or possessed by the respondent, Long Lake Lumber Company, in the conduct of this respondent's logging operations at his Caribou Basin logging camp.

Admits that this respondent has a contract with the Long Lake Lumber Company for the manufacture of certain timber products.

IV.

Denies that this respondent has caused logs to be transported by common carrier engaged in interstate commerce from said logging camp to the mills of Long Lake Lumber Company at Spokane, Washington, and alleges the fact to be that this respondent's contract with the Long Lake Lumber Company provides for the delivery of logs F.O.B. cars only; that this respondent has nothing whatsoever to do with the shipment of said logs; denies that the Long Lake Lumber Company requires its Superintendent and various other agents and executives or any other persons whatsoever to frequent the Caribou Basin logging operations of respondent and determine how, or when, or what logging shall be done; denies that the Long Lake Lumber Company supervise the employment and the work of employees or that said Long Lake Lumber Company fixes or guides this respondent's labor and log selection policies.

V.

This respondent has no information upon which to answer Paragraph V of the Complaint, and therefore denies the same.

VI.

This respondent has no information upon which to answer Paragraph VI of the Complaint, and therefore denies the same.

VII.

This respondent has no information upon which to answer Paragraph VII of the Complaint, and therefore denies the same.

VIII.

Denies each and every allegation contained in Paragraph VIII of the Complaint.

IX.

Denies each and every allegation contained in Paragraph IX of the Complaint.

X.

This respondent denies that on or about June 7, 1939 he discharged from their employment those employees whose names are listed in the schedule attached to the Complaint and marked Exhibit "A."

Admits that on or about July 14, 1939 and at other times thereafter, he hired or authorized the employment of other employees than those named in Exhibit "A".

Denies that the discharge of said employees and the hiring or the authorization to hire new employees at the Caribou Basin logging camp was or is in furtherance of a design to avoid collective bargaining and to discourage membership in any Union; denies that the respondent locked out any employees whether listed in Exhibit "A" or otherwise.

XI.

This respondent denies each and every allegation contained in Paragraph XI of the Complaint.

XII.

This respondent denies each and every allegation contained in Paragraph XII of the Complaint.

XIII.

Denies that on or about June 6, 1939 or at any other time or at all this respondent, his employees or agents have ever interfered with, restrained or coerced the employees in their right to self organization or to form, join, or assist a labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining, or for their mutual aid or protection; denies that the respondent, his agents or employees have questioned the employees as to their Union membership, but admits that the matter of Union membership was general topic of conversation with all of the employees of the respondent; denies that the employees of respondent were ever informed that the camp would discontinue operations if said employees continued their membership in any labor organization; denies that respondent advised his employees that the Caribou Basin logging operations would not operate so long as Local 119 requested the execution of a written agreement; denies that the respondent, his agents or employees attacked in a derogatory manner the leadership of Local 119 and its affiliated organizations.

XIV.

This respondent denies each and every allegation contained in Paragraph XIV of the Complaint.

XV.

This respondent denies each and every allegation contained in Paragraph XV of the Complaint.

XVI.

This answering respondent denies each and every allegation contained in Paragraph XVI of the Complaint, but admits that if the allegations contained in the various paragraphs referred to in Paragraph XVI were true, then in that event, such acts would constitute unfair labor practices within the meaning of the Act.

Further answering the Complaint on file herein, this answering respondent alleges as follows, to-wit:

I.

This respondent is engaged in general logging operations in what is known as the Caribou Basin, Bonner County, Idaho.

II.

That early in the Spring of 1939, this respondent commencing logging operations in the Caribou Basin. At the beginning of the operations only a few men were employed and they were employed for the purpose of getting camp, machinery and equipment in order so that as soon as weather conditions would permit, logging operations on a regular scale might begin; that weather conditions in the Spring of 1939 were very unfavorable to logging operations owing to the fact that it rained nearly every day; that on or about the 6th day of June, 1939, owing to heavy rains which made it impossible to operate trucks in the woods, or to successfully continue logging operations, the camp was shut down; that all of the employees of respondent at

that time, with the exception of cooks, watchmen, mechanics and a few other men were released until such time as weather conditions were such that logging operations could be resumed; that most of the employees listed in Exhibit A attached to the Complaint were released at that time for the reasons stated heretofore; that in addition to those employees listed in Exhibit A of the Complaint, large number of other employees were also released for the same reason; that as soon as weather conditions were such that logging operations could be resumed, this respondent did resume logging operations at the Caribou Basin, Bonner County, Idaho, and re-employed all of his former employees who were available at that time; that nearly all of the employees listed in Exhibit A were rehired in addition to the majority of the other employees whose names are not listed in Exhibit A; that this respondent and his employees in charge of the hiring of men made a diligent effort to contact all of the former employees who were laid off on the 6th of June and all of said employees who desired to return to work and who were still in the vicinity of Bonner County, Idaho were offered re-employment by this respondent.

III.

That during the logging season of 1939, there was never any dispute between this respondent and his employees relative to wages, hours, or working conditions, save and except the following: that when the camp was first opened in the Spring of 1939, this respondent had not yet connected up the shower

baths and hot water and neither had he been able to secure sufficient lights for the camp buildings; that these items were quickly corrected and thereafter no complaint was ever made by the employees of respondent relative to working conditions, hours or wages.

IV.

That at no time has this respondent refused to negotiate with or to bargain collectively with any Union through representatives or committees of their own choosing; that during the Spring and Summer of 1939, this respondent repeatedly requested the representatives of the Local Union No. 119 of the International Woodworkers of America to present their credentials showing that a majority of the employees of respondent had affiliated with or had designated this Union as their bargaining agency; that at no time did the officials of said Union or any other Union ever present to this respondent any such credentials; that in order to settle the controversy between this respondent and the so-called Union, this respondent did on many occasions suggest that an election be held under the auspices of the National Labor Relations Board for the purpose of determining whether or not this Union represented a majority of the employees of this respondent; that on one occasion the representatives of the Union agreed to hold such an election but within thirty minutes after making such an agreement these same representatives repudiated this agreement and refused to hold such an election; that this respondent has always been willing to hold

such an election and to be bound by the results thereof.

V.

This respondent denies that he has ever locked out any employees during the year 1939 or at any other time.

Specifically answering the allegations of the Complaint relative to the discharge of and the locking out of those employees listed in Exhibit A attached to the Complaint, this respondent herewith sets forth the record of employment of all of the employees mentioned in Exhibit A, to-wit:

Re: Charles Brodine, teamster, returned to work July 22, 1939, laid off August 17, 1939. Cause: completion of his job.

Re: A. J. Burford, swamper, returned to work July 20, 1939, laid off August 17, 1939, completion of job.

Re: Charles C. Dingley. Returned to work September 12, 1939, laid off December 8th account camp closed.

Re: A. W. Evans. Could not be located, reported working for Diamond Match Co.

Re: Ted Early. Returned to work July 19, 1939, quit August 12th and went to work for Walter Brown.

Re: Ralph A. Feoco. Returned to work September 26th, discharged October 23rd, sawyer, work completed.

Re: Arthur Feoco. Could not be found, reported to be working for Great Northern Railway. This

employee came back to the camp late in the Fall, asked for work but there was no work available.

Re: J. L. Finley. Returned to work July 19th, injured September 21st fractured foot, still disabled and walking with aid of a cane at the date of drafting this answer.

Re: Dale Greer. Could not be located, reported to be in Oregon.

Re: O. W. Haney. Returned to work July 20th, quit August 19th. Returned to work August 29th and worked until job completed on November 20th.

Re: Martin Hansen. Could not be located.

Re: Stanley Harder. Returned to work July 26th, discharged October 20th. This employee was a sawyer, he repeatedly cut timber beyond designated lines and after being warned several times, was finally discharged.

Re: Emery E. Hunt. Returned to work July 24th, discharged November 4th account completion of job.

Re: Clifford Joseph. Returned to work July 24th, discharged November 6th account completion of job.

Re: Joel Joseph. Returned to work July 24th, quit July 26th.

Re: Ura Kirtley. Could not be located, reported to be at Murray, Idaho.

Re: Charles Lisle. Could not be located, supposed to be at Lewiston, Idaho.

Re: Burnell N. Lang. Returned to work July 22nd, quit August 5th and went to work for Walter Brown.

Re: John J. McCarr. Returned to work July 24th, quit of his own accord October 18th.

Re: Dwight Miller. Returned to work July 14th, laid off November 29th when camp closed.

Re: Robert Monett. Could not be located, supposedly employed by U. S. Government on blister rust control project.

Re: Frank Mor. Returned to work July 25th, injured October 12th—still on crutches.

Re: Neil Mardis. Returned to work July 24th, laid off September 18th. This man was a sawyer but had no partner, hence no employment. After returning home, this man was engaged in making cordwood which cordwood was purchased by this respondent.

Re: Greg Moore. Returned to work July 19th, quit August 12th and went to work for Walter Brown.

Re: Mjalmar Olson: Returned to work July 25th, quit October 18th.

Re: Curtis Peterson. Returned to work July 22nd, quit August 21st and went to work for Walter Brown.

Re: Ralph Peterson. Returned to work July 10th and worked until November 20th when camp closed.

Re: Granville Robinson. Could not be located—came back to camp in the Fall but no work available.

Re: Andrew Swenson. Returned to work July 15th, worked until camp closed Nov. 29th. Worked one day December 30th at landing near Colburn, Idaho.

Re: Boyd Stevens. Could not be located, reported to be working at Diamond Match Co.

Re: Clyde Smith. Was personally contacted, offered work but offer was declined.

Re: Ray Stevens. Could not be located.

Re: Charles Stevenson. Could be located and returned to work July 24th and quite July 26th, sawyer.

Re: Nathan Way. Returned to work July 17th, discharged October 26th account of no further work to do. This man was employed as a blacksmith.

Re: Jack Waffle. Returned to work July 20th and worked until August 19th. Returned to work again September 12th, quit on October 4th.

Re: Leon Wise. Did not come back. This man was truck driver but had no truck. Was offered work as truck driver at any time that he had a truck to use.

Re: Grant Robinson. Did not come back, reported to be in Murray, Idaho.

Re: Fred Williams. Returned to work August 1st, laid off November 29th when camp closed.

Re: Robert Yeasel. Returned to work July 27th, quit September 23rd.

Re: Robert Barwise. Could not be located, reported to be in Spokane, Wash.

Re: Charles Berry. Returned to work July 17th, quit August 11th and went to work for Walter Brown.

Re: Ernest Berger. Could not be located, supposed to be in Spokane, Wash.

Re: Arlie Chaney. Returned to work July 22nd, employed until November 29th when camp closed.

Re: Cecil Chaney. Returned to work July 21st, discharged August 14th by order of Fire Warden, Pend Oreille Timber Protective Association. This man insisted upon smoking in the woods contrary to Forest Service and Protective Association orders. After being warned to refrain from smoking in the woods on two different occasions, Mr. Chaney persisted in smoking and was discharged as a result thereof. After the fire season closed and smoking was permissible in the woods, this man was employed six days during the month of September, 16 days during the month of October and 13 days during the month of November.

Re: Fred Chaney. Returned to work July 21st. On July 25th this employee injured his left leg and never returned to the camp.

Re: Joe Dobrovec. Could not be located, reported to be employed at Noxon, Mon.

Re: B. J. Durick. Could not be located, reported to be at Kellogg, Idaho.

Re: Albert Fauret. This man was hired as a flunky for a period of two weeks only. In accordance with the provisions of his employment, he was laid off June 5th one day prior to the closing of the camp.

Re: Harry Gunsalus. Returned to work July 21st, quit August 15th. This man was a partner of Cecil Chaney heretofore referred to and lost his job when Cecil Chaney was discharged. In other

words, he had no partner and being a sawyer he could not saw alone.

Re: Al Henrickson. This man was employed as a camp watchman and worked continuously from January 1, 1939 to December 7, 1939. This man has been an employee of respondent for the past four years and has worked steadily during that time for this respondent.

Re: William Henry. Returned to work July 10th and worked continuously until November 29th when camp closed.

Re: Sidney Moody. Did not come back. This man became sick and was unable to make payments on his truck and the truck was repossessed. In order to be of assistance to this employee, this respondent employed the wife of Sidney Moody in order that they might have employment in the family during the illness of Mr. Moody.

Re: Frank Murphy. Returned to work July 24th, discharged July 31st. This man was a sawyer supposedly but was unable to make wages at that type of work hence he was discharged.

Re: Earl Murphy. Returned to work July 24th, discharged July 31st. This man was a sawyer supposedly but was unable to make wages at that type of work hence he was discharged.

Re: Victor Norman. Returned to work July 3rd and worked continually until December 26th. He was then laid off for the reason that there was no further work to do. This man is now employed by respondent on the landing at Colburn, Idaho.

Re: Cecil Porter. Returned to work July 19th,

worked steadily until November 17th when his job was completed.

Re: H. A. Sperber. Returned to work September 5th and worked continuously until October 23rd.

Re: C. C. Sperber and Mrs. Marie Sperber are husband and wife. These employees were cook and second cook respectively. They returned to work July 10th and worked until September 19th when they were both discharged on account of dissention among the employees in the cook house.

Re: Cecil Runyon. Returned to work July 25th and worked continuously until camp close November 29th.

Re: C. E. Twist. Returned to work July 21st and worked continuously until November 29th when camp closed.

Wherefore, this answering respondent respectfully prays that the Complaint on file herein be dismissed.

EVERETT E. HUNT

Attorney for respondent, F.
D. Robinson. Office and
P. O. Address: Sandpoint,
Idaho.

State of Idaho,
County of Bonner—ss.

F. D. Robinson, being first duly sworn, deposes and on his oath says: That he is the answering respondent referred to in the above Answer and makes this affidavit as such; that he has read the above and foregoing Separate Answer of F. D.

Robinson, knows the contents thereof, and that the facts therein stated are true.

F. D. ROBINSON

Subscribed and sworn to before me this 27th day of February, 1940.

[Seal] EVERETT E. HUNT,

Notary Public in and for the State of Idaho, residing at Sandpoint therein.

My commission expires April 15, 1941.

In the United States Circuit Court of Appeals
For the Ninth Circuit

No. 10368

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

LONG LAKE LUMBER COMPANY AND
F. D. ROBINSON,
Respondents.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U.S.C. § 151 et seq.),

respectfully petitions this Court for the enforcement of its order against respondents, Long Lake Lumber Company and F. D. Robinson, their officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of Long Lake Lumber Company and F. D. Robinson and International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, Case No. C-1729."

In support of this petition, the Board respectfully shows:

(1) Respondent, Long Lake Lumber Company, is a Washington corporation, engaged in business in the State of Washington, and respondent, F. D. Robinson, is engaged in business in the State of Idaho, within this judicial circuit, where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, and including, without limitation, complaint and notice of hearing, respondent's answer and amended answer to complaint, hearing for the purpose of taking testimony and receiving other evidence, Intermediate Report, respondents' and Union's exceptions thereto, and order transferring case to the Board, motion to substitute Union Local Number, and order thereto, the Board, on August 22, 1941, duly stated

its findings of fact, conclusions of law and issued an order directed to the respondent, and its officers, agents, successors, and assigns, respondent F. D. Robinson, petition to modify Board's Order, and order denying aforesaid petition. So much of the aforesaid order as relates to this proceeding provides as follows:

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Long Lake Lumber Company and F. D. Robinson, their officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, as the exclusive representative of their employees at the Caribou Basin, Sand Point, Idaho, logging camp, excluding supervisory officials, foremen, and clerical and office employees;

(b) Discouraging membership in International Woodworkers of America, Local 239, affiliated with the Congress of Industrial Organizations, or any other labor organization of their employees, by discharging or refusing to reinstate any of their employees, or in any other manner discriminating in regard to their hire

or tenure of employment, or any terms or conditions of employment because of their membership in or activity in behalf of any such labor organizations;

(c) In any other manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Woodworkers of America, Local 239, affiliated with the Congress of Industrial Organizations, as the exclusive representative of their employees at the Caribou Basin, Sand Point, Idaho, logging camp, excluding supervisory officials, foremen, and clerical and office employees;

(b) Offer to the employees listed in Appendix A immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, in the manner set forth in the section entitled "The remedy" above, placing those employees for whom employment

is not immediately available upon a preferential list in the manner set forth in said section; and make whole said employees for any loss of pay they may suffer by reason of any refusal of reinstatement or placement upon the preferential list, by payment to each of them of a sum of money equal to that which he would normally have earned as wages during the period from five (5) days after the date of this Order to the date of the offer of reinstatement or placement upon the preferential list, less his net earnings¹⁴ during said period;

(c) Make whole the employees listed in Appendices A and B for any loss of pay they may have suffered by reason of the discrimination against them by payment to each of them of a sum of money equal to the amount he would normally have earned as wages from June 7, 1939, to July 11, 1939, except that back pay shall be limited in the case of Victor Norman to the period from June 9 until July 3; in the case of Robert Monett to the period from June 9 until July 11; in the case of Clyde Smith from June 7 until July 5; and in the cases of Ralph Peterson, C. C. Sperber, and Mrs. Marie Sperber from June 7 until July 10, less his net earnings¹⁴ during such period;

(14) See footnote 14 *infra*.

(14) By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for

(d) Post immediately in conspicuous places in their Caribou Basin, Sand Point, Idaho, logging camp, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to their employees stating (1) that the respondents will not engage in the conduct from which they are ordered to cease and desist in paragraphs 1 (a), (b), and (c) of this Order; (2) that they will take the affirmative action set forth in paragraphs 2 (a), (b) and (c) of this Order; and (3) that the employees are free to become or remain members of International Woodworkers of America, Local No. 239, affiliated with the Congress of Industrial Organizations, and that the respondents will not discriminate against any employee because of membership or activity in that organization;

(e) Notify the Regional Director for the Nineteenth Region in writing within ten (10) days from the date of this Order what steps the respondents have taken to comply herewith.

(3) On August 22, 1941, the Board's decision and order was served upon respondents by sending

the respondent, which would not have been incurred but for the unlawful discrimination against him and the consequent necessity of his seeking employment elsewhere * * * Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. * * *

a copy thereof postpaid, bearing Government frank, by registered mail, to Messrs. C. H. Potts and E. E. Hunt, respondents' attorneys in the State of Idaho.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, the Board is certifying and filing with this Court a transcript of the entire record in the proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondents and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript, and upon so much of the order made thereupon set forth in paragraph (2) hereof, a decree enforcing in whole said order of the board and requiring respondents, their officers, agents, successors, and assigns to comply therewith.

Dated at Washington, D. C., this 6th day of February 1943.

NATIONAL LABOR RELATIONS BOARD

/s/ ERNEST A. GROSS

Associate General Counsel

APPENDIX A

Robert Barwise	Charles Lisle
Ernest Berger	Robert Monett
B. J. Durick	Grant Robinson
A. W. Evans	Granville Robinson
Arthur Feoco	Boyd Stevens
Dale Greer	Ray Stevens
Martin Hansen	Clyde Smith
Ura Kirtley	Leon M. Wise

APPENDIX B

Charles Berry	Sidney Moody
Charles Brodine	Greg Moore
A. J. Burford	Frank Mor
Arlie Chaney	Earl Murphy
Cecil Chaney	Frank Murphy
Fred Chaney	Victor Norman
Charles C. Dingley	Hjalmar Olson
Joe Dobrovec	Curtis Peterson
Ted Early	Ralph Peterson
Ralph A. Feoco	Cecil Porter
J. L. Finley	Cecil Runyon
Harry Gunsalus	C. C. Sperber
O. W. Haney	H. A. Sperber
Stanley Harder	Mrs. Marie Sperber
William Henry	Charles Stevenson
Emery E. Hunt	Andrew Swenson
Clifford Joseph	C. E. Twist
Joel Joseph	Jack Waffle
Burnell N. Lang	Nathan Way
Neil Mardis	Fred Williams
John J. McCarr	Robert Yeazel
Dwight Miller	

District of Columbia—ss.

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel for the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information and belief.

/s/ ERNEST A. GROSS

Associate General Counsel

Subscribed and sworn to before me this 6th day of February 1943.

[Seal] /s/ JOSEPH W. KULKIS

Notary Public, District of
Columbia

My Commission expires April 15, 1947.

[Endorsed]: Filed Feb. 12, 1943. Paul P. O'Brien, Clerk.

[Title of Circuit Court of Appeals and Cause.]

SEPARATE ANSWER OF RESPONDENT,
LONG LAKE LUMBER COMPANY, TO
PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

To the Honorable, the Judges of the United
States Circuit Court of Appeals for the Ninth
Circuit:

Long Lake Lumber Company, one of the re-
spondents in the above entitled proceeding, for
its separate answer to the petition for enforce-
ment of an order of the National Labor Relations
Board, filed in this Court, states:

(1) Admits that Respondent, Long Lake Lum-
ber Company, is a Washington corporation, en-
gaged in business in the State of Washington,
within this judicial circuit, where the alleged un-
fair practices occurred.

(2) Admits that upon all proceedings had in
said matter before the Board, the Board on Au-
gust 22, 1941, stated its findings of fact, conclu-
sions of law and issued the order directed to re-
spondents set forth in paragraph (2) of the Peti-
tion for Enforcement of said Order.

(3) Admits that on August 22, 1941, the Board's
decision and order was served upon this Respond-
ent as alleged in paragraph (3) of the petition.

Further answering said Petition, and as cause
why the Petition should not be granted and the

enforcement of said Order denied as to this Respondent, and why said Order should be set aside as to this Respondent, Respondent alleges:

(1) That the said Order of the National Labor Relations Board as set forth and contained in paragraph (2) of said Petition, in so far as it relates to this Respondent, is wholly invalid and improper under the Act, and is contrary to law, in that said Order is based on findings of fact which are not supported by substantial evidence.

(2) That the evidence is insufficient to support the following findings of fact made by the Board, to-wit:

(a) That "ultimate control over Robinson's logging operations was vested in Long Lake".

(b) That "Long Lake also controlled, to a large extent, Robinson's relations and dealings with said employees".

(c) That "since Long Lake controlled and directed Robinson's relations with his employees, Long Lake was and is an employer of the employees at Caribou Basin engaged in logging operations within the meaning of Section 2 (2) of the Act."

(d) That "Long Lake, by the actions of Robinson as directed and controlled by its officers—participated in the unfair labor practices heretofore found to have been committed by Robinson and thus discriminated in regard to the hire and tenure of employment of the employees listed—thereby discouraging membership in the Union,—and interfered with, restrained, and coerced said

employees in the exercise of the rights guaranteed in Section 7 of the Act.”

(3) That the evidence is insufficient to support the following conclusions of law made by the Board, to-wit:

(a) “Long Lake Lumber Company and F. D. Robinson are employers of the employees at the Caribou Basin, Sand Point, Idaho, logging camp, within the meaning of Section 2 (2) of the Act.”

(b) That this respondent has engaged in, or is engaging in, unfair labor practices, within the meaning of Section 8 (5) of the Act, or Section 8 (3) of the Act, or Section 8 (1) of the Act, or any provision of the Act.

(4) That the evidence is insufficient to support or justify any part of the Order of the Board directed to this Respondent.

(5) That the evidence is insufficient to support any finding or conclusion of the Board finding, holding or deciding that the Respondent, Long Lake Lumber Company, was an employer of the employees of Respondent, F. D. Robinson, at the Caribou Basin Logging Camp, within the meaning of Section 2 (2) of the Act, or at all; that this Respondent has engaged in, or is engaging in, unfair labor practices, or has in any way violated the provisions of the Act, and any such finding, conclusion or decision is contrary to law.

(6) That the order of the Board, ordering the Respondent, Long Lake Lumber Company, to cease and desist from the matters and things specified in said Order, and to take the affirmative action

therein set forth, is invalid and improper under the Act, and is contrary to law, in that this Respondent is not, and never has been, an employer of the said employees of the Respondent, F. D. Robinson, and is powerless to comply with said Order, or any part thereof.

Wherefore, this Respondent prays for a decree of this Court that said Petition for Enforcement of an Order of the National Labor Relations Board be dismissed, and that the Order of the Board set forth in said Petition be set aside and enforcement thereof denied as to this Respondent.

Dated at Coeur d'Alene, Idaho, this 20th day of February, A. D. 1943.

C. H. POTTS

Attorney for Respondent,
Long Lake Lumber Com-
pany.

Residence and P. O. Address:
Coeur d'Alene, Idaho.

State of Idaho

County of Kootenai—ss.

C. H. Potts, being first duly sworn, on oath deposes and says: That he is the attorney for Long Lake Lumber Company, one of the respondents in the above entitled proceeding; that he is authorized to and does make this verification for and on behalf of said respondent; that he has read the foregoing answer and has knowledge of the contents thereof, and that the statements made therein

are true to the best of his knowledge, information and belief.

C. H. POTTS

Subscribed and sworn to before me this 20th day of February, A. D. 1943.

[Seal] WILLIAM B. McFARLAND,
Notary Public in and for the State of Idaho, re-
siding at Coeur d'Alene, Idaho.

My Commission expires July 29, 1946.

AFFIDAVIT OF MAILING

State of Idaho

County of Kootenai—ss.

C. H. Potts, being first duly sworn, on oath, deposes and says: That he is attorney for the Long Lake Lumber Company, one of the respondents in the above entitled proceeding; that on the 20 day of February, A. D. 1943, he sent by registered mail, through the United States Post Office in Coeur d'Alene, Idaho, a copy of the within Separate Answer of Respondent, Long Lake Lumber Company to Petition for Enforcement of an Order of the National Labor Relations Board in the above entitled matter, addressed to Mr. Ernest A. Gross, Associate General Counsel, National Labor Relations Board, Washington, D. C., and that postage and registry fees were paid, and a return receipt requested.

That at the time said copy was sent there was a regular communication by mail between Coeur

d'Alene, Idaho, where affiant resides, and has his office, and Washington, D. C.

C. H. POTTS

Subscribed and sworn to before me this 20 day of February, A. D. 1943.

[Seal] WILLIAM B. McFARLAND,
Notary Public in and for the State of Idaho, re-
siding at Coeur d'Alene, Idaho.

[Endorsed]: Filed Feb. 23, 1943. Paul P.
O'Brien, Clerk.

[Title of Circuit Court of Appeals and Cause.]

SEPARATE ANSWER OF RESPONDENT, F.
D. ROBINSON, TO PETITION FOR EN-
FORCEMENT OF AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Cir-
cuit:

Comes now F. D. Robinson, one of the respond-
ents in the above entitled matter, and files herein
his Separate Answer to the Petition for Enforce-
ment of an Order of the National Labor Relations
Board filed in this Court, and in answer to said
Petition, denies, admits and alleges as follows, to-
wit:

(1) Admits that the respondent F. D. Robinson
is engaged in business in the State of Idaho within
this judicial circuit, but denies that he has ever

been guilty of any unfair labor practices. Admits that this Court has jurisdiction of this Petition.

(2) Admits that all of the proceedings described in paragraph (2) of the Petition were duly had and that the same are matters of record in this Court.

(3) Admits that on August 22, 1941, the Board's decision and order were served upon the respondent F. D. Robinson through his attorney, E. E. Hunt.

Further answering said Petition, and as a cause why the Petition should not be granted and the enforcement of said Order denied, as to this Respondent, F. D. Robinson, and why said Order should be set aside as to this Respondent, Respondent F. D. Robinson alleges:

(1) That the said Order of the National Labor Relations Board as set forth and contained in paragraph (2) of said Petition, in so far as it relates to this Respondent, is wholly invalid and improper under the Act, and is contrary to law, in that said Order is based on findings of fact which are not supported by substantial evidence.

(2) That the evidence is insufficient to support the following findings of fact made by the Board, to-wit:

(a) That the respondent F. D. Robinson has been guilty of any unfair labor practices whatsoever.

(b) That the respondent F. D. Robinson has been guilty of the unfair labor practices of discouraging membership in any Labor Union.

(3) That there was no competent evidence what-

soever upon which to base the following findings, to-wit:

(a) Upon request, bargain collectively with International Woodworkers of America, Local 239, or any other Labor Organization as exclusive representative of the employees of the respondent F. D. Robinson.

(b) To offer to the employees mentioned in Appendix A immediate and full reinstatement to their former or substantially equivalent positions for the reason that none of the employees of the respondent F. D. Robinson have been discharged.

(c) That there was no competent evidence introduced to show that the employees listed in Appendices A and B had lost any pay by reason of discrimination upon the part of the respondent F. D. Robinson, and, that on the contrary, the evidence conclusively shows that his operations were seasonal and that the shut-down complained of was due entirely to weather conditions.

(4) Further answering the Petition on file herein, respondent F. D. Robinson alleges the fact to be that during the years 1940, 1941, and 1942 none of his employees have ever requested him to bargain with them or with any Union upon their behalf concerning wages, labor conditions or any other matters whatsoever. That respondent F. D. Robinson and his employees, during said period of time and now, have worked together harmoniously and that no disputes have arisen concerning rates of pay, hours of labor, working conditions or any other matter whatsoever.

(5) That this respondent now is, and at all times has been, willing to negotiate with any and all his employees concerning any and all matters described in the National Labor Relations Act. That the respondent F. D. Robinson and his attorney have been, and still are, available at all times for the purpose of meeting with his employees or any representative or committee speaking for and upon behalf of his employees. That the employees of the respondent F. D. Robinson are satisfied with their employment, working conditions, hours of work, rate of pay, and all other matters effecting said employer and his employees, and that said employees have never requested International Woodworkers of America, Local 239, affiliated with the Congress of Industrial *Occupations*, or any other labor Union, to act as their representative in negotiations with this respondent.

Wherefore, this Respondent prays that a Decree be entered herein, dismissing the Petition of the National Labor Relations Board for Enforcement of the Order referred to herein, and that the Order of the Board set forth in said Petition be set aside and that the enforcement thereof be denied so far as this Respondent is concerned.

Dated at Sandpoint, Bonner County, State of Idaho, this 24th day of February, A. D., 1943.

EVERETT E. HUNT,

Attorney for Respondent,
F. D. Robinson

Residence and P.O. Address:
Sandpoint, Idaho.

State of Idaho,
County of Bonner—ss.

F. D. Robinson, being first duly sworn, deposes and on his oath says:

That he is one of the Respondents in the above entitled proceedings and that he makes this verification as such.

That he has read the above and foregoing Answer, knows the contents thereof and that the statements made therein are true as he verily believes.

F. D. ROBINSON

Subscribed and sworn to before me this 24th day of February, 1943.

[Seal] E. K. FINROW

Notary Public in and for the State of Idaho, residing at Sandpoint therein.

My commission expires May 15, 1945.

AFFIDAVIT OF MAILING

State of Idaho,
County of Bonner—ss.

Alice Allbee, being first duly sworn, deposes and on her oath says:

That she is a stenographer employed in the office of Everett E. Hunt, Attorney at Law, Sandpoint, Idaho, and at the request of said Everett E. Hunt, on the 24th day of February, 1943, she sent by registered mail, through the United States Post Office in Sandpoint, Idaho, a copy of the within Separate

Answer of Respondent, F. D. Robinson, to Petition for Enforcement of an Order of the National Labor Relations Board in the above entitled matter, addressed to Mr. Ernest A. Gross, Associate General Counsel, National Labor Relations Board, Washington, D. C., and that postage and registry fees were paid, and a return receipt requested.

That at the time said copy was sent there was a regular communication by mail between Sandpoint, Idaho, where affiant resides, and is employed, and Washington, D. C.

ALICE ALLBEE

Subscribed and sworn to before me this 24th day of February, A. D., 1943.

[Seal] E. K. FINROW

Notary Public in and for the State of Idaho, residing at Sandpoint therein.

My Commission expires May 15, 1945.

[Endorsed]: Filed Feb. 27, 1943. Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA No. 10368

United States of America—ss.

The President of the United States of America to
Long Lake Lumber Co., Spokane, Washington:

Greeting:

Pursuant to the provisions of Suidivision (e) of

Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10 (e)), you and each of you are hereby notified that on the 12th day of February, 1943, a petition of the National Labor Relations Board for enforcement of its order entered on August 22, 1941, in a proceeding known upon the records of the said Board as "In the Matter of Long Lake Lumber Company and F. D. Robinson and International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, Case No. C-1729," and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 12th day of February, in the year of our Lord one thousand, nine hundred and forty-three.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
Eastern District of Washington—ss.

I hereby certify and return that I served the annexed Order to Show Cause and Petition on the therein-named Long Lake Lumber Company by handing to and leaving a true and correct copy thereof with James M. Brown, President, personally at Spokane, in said District on the 16th day of February, 1943.

WAYNE BEZONA

U. S. Marshal.

By LOREN T. COULTER

Deputy.

[Endorsed]: Filed Feb. 18, 1943. Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA No. 10368

United States of America—ss.

The President of the United States of America to
Frank D. Robinson, Sandpoint, Idaho:

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10 (e)), you and each of you are hereby notified that on the 12th day of February, 1943, a petition of the National Labor

Relations Board for enforcement of its order entered on August 22, 1941, in a proceeding known upon the records of the said Board as "In the Matter of Long Lake Lumber Company and F. D. Robinson and International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, Case No. C-1729," and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 12th day of February, in the year of our Lord one thousand, nine hundred and forty-three.

[Seal] PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
District of Idaho—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named

Frank D. Robinson by handing to and leaving a true and correct copy thereof with him, together with a copy of the Petition attached thereto, personally near Colburn, Idaho, in said District on the 18th day of February, A. D. 1943.

ED. M. BRYAN,

U. S. Marshal

By J. BRUCE BLAKE

Deputy

[Endorsed]: Filed Feb. 24, 1943. Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA No. 10368

United States of America—ss.

The President of the United States of America to
International Woodworkers of America, Local
119, 314 Southwest 9th Avenue, Portland,
Oregon:

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10 (e)), you and each of you are hereby notified that on the 12th day of February, 1943, a petition of the National Labor Relations Board for enforcement of its order entered on August 22, 1941, in a proceeding known upon the records of the said Board as "In the Mat-

ter of Long Lake Lumber Company and F. D. Robinson and International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, Case No. C-1729," and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 20th day of February in the year of our Lord one thousand, nine hundred and forty-three.

[Seal] PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
District of Oregon—ss.

I hereby certify and return that I served the annexed Order to Show Cause and Copy of Petition on the therein-named International Woodworkers of America, Local 119, 314 S. W. 9th Ave., Portland, Oregon, by serving Carl Winn, Vice Presi-

dent, by handing to and leaving a true and correct copy thereof with Carl Winn, Vice President, personally at Portland, in said District on the 25th day of February, 1943.

FRANK B. UPSHAW

U. S. Marshal.

By GEORGE VRANIGAN

Deputy.

[Endorsed]: Filed Feb. 27, 1943. Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA No. 10368

United States of America—ss.

The President of the United States of America to
International Woodworkers of America, Local
119, Attention: Mr. Amos Barnett, Box 704,
Coeur d'Alene, Idaho:

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10 (e)), you and each of you are hereby notified that on the 12th day of February, 1943, a petition of the National Labor Relations Board for enforcement of its order entered on August 22, 1941, in a proceeding known upon the records of the said Board as "In the Matter of Long Lake Lumber Company and F. D. Rob-

inson and International Woodworkers of America, Local Union No. 119, affiliated with the Congress of Industrial Organizations, Case No. C-1729," and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 20th day of February in the year of our Lord one thousand, nine hundred and forty-three.

[Seal] PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
District of Idaho—ss.

I hereby certify and return that I served the annexed Order to Show Cause together with a Copy of the Petition attached on the therein-named Amos Barnett by handing to and leaving a true and cor-

rect copy thereof with him personally at Coeur d'Alene, Idaho, in said District on the 25th day of February, A. D. 1943.

ED. M. BRYAN

U. S. Marshal

By J. BRUCE BLAKE

Deputy

[Endorsed]: Filed Mar. 8, 1943. Paul P. O'Brien, Clerk.

United States of America
Before the National Labor Relations Board

Nineteenth Region

XIX - C - 538

In the matter of:

LONG LAKE LUMBER COMPANY and
F. D. ROBINSON

and

INTERNATIONAL WOODWORKERS OF
AMERICA, Local No. 119

The District Courtroom of Bonner County,
Idaho, County Building, Sand Point, Idaho.

March 11, 1940.

TESTIMONY

The above-entitled matter came on for hearing, pursuant to notice, at 10:00 o'clock a.m., as follows:

Before:

Joseph L. Hekton, Trial Examiner.

Appearances:

Patrick H. Walker,

Attorney, National Labor Relations Board,

Nineteenth Region,

Dexter-Horton Building, Seattle, Washington.

Thomas P. Graham, Jr.,

Dexter-Horton Building, Seattle, [1*] Wash-
ington.

E. E. Hunt,

Sand Point, Idaho,

Representing Frank D. Robinson, Respondent.

C. H. Potts,

Coeur d'Alene, Idaho,

Representing the Long Lake Lumber Com-
pany. [2]

PROCEEDINGS [5]

J. M. BROWN, SR.

called as a witness by and on behalf of the Board,
being first duly sworn, was examined and testified
as follows:

Direct Examination

Q. (By Mr. Walker) Your name is J. M.
Brown, Sr.? [9] A. Yes.

Q. And you live in Spokane, Washington?

A. Yes.

*Page numbering appearing at top of page of original Reporter's Transcript.

(Testimony of J. M. Brown, Sr.)

Q. What is your official position with the Long Lake Lumber Company? A. President.

Q. How long have you held that position?

A. Twenty-one years.

Q. You were such officer in the years 1936 to 1939? A. Yes, sir.

Q. And are at present? A. Yes, sir.

Q. And where is the principal place of business of the Long Lake Lumber Company?

A. Spokane, Washington. [10]

Q. What is the nature of the business in which the Long Lake Lumber Company is engaged?

A. Manufacturing. [11]

Q. How many mills are operated by the Long Lake Lumber Company?

A. We own two mills; the Phoenix and the Hedlund.

Q. Both of those mills are located in Spokane?

A. Yes, sir. [13]

Q. What type of timber or species of timber is cut in your mills?

A. White pine, Ponderosa pine, cedar, spruce, hemlock, fir and larch.

Q. And what types of lumber—what type is sold, respecting the finish of the grain, rough?

A. All kinds. [14]

Q. What is the raw material which is procured for the operation of the mills?

A. Logs; logs only, I guess.

Q. Where are the sources of your timber situated?

(Testimony of J. M. Brown, Sr.)

A. They are on five railroads out of Spokane.

Q. Some of your timber comes from Caribou Basin? A. Yes.

Q. And some comes from the country in the area of the Columbia River? A. No.

Q. Do you get any of your timber from that Coulee project? A. No.

Trial Examiner Hekton: Is the Caribou Basin in Idaho? [15]

The Witness: Yes.

Q. Twenty-two miles from here?

A. Yes, it is in Idaho.

Q. (Mr. Walker): In addition to the Caribou Basin, what other sources are there for your timber?

A. We go out as far as 190 miles on all these railroads.

Q. Roughly, in an area of 190 miles in any direction from Spokane?

A. Well, no; you would be in the wheat fields if you went in some directions.

Q. Wherever there is timber, with that limitation, in any direction?

A. Available to the railroads.

Q. Are any of these sources of timber which you have mentioned, timberlands owned by the Long Lake Lumber Company? A. Yes.

Q. Where are the two standing timber areas which are owned by the Long Lake Lumber Company located?

(Testimony of J. M. Brown, Sr.)

A. I think we own timber and timberlands on all the area I have mentioned.

Q. Some of this timberland within the area you have described is located in Washington, is it?

A. Yes.

Q. And some is located in Idaho, is it?

A. Yes. [16]

Q. Is any of it located in Montana?

A. No; I am not so sure about Montana.

Q. Then your present recollection is that all of your timber lands are located in Washington or Idaho? A. Yes.

Q. And logs are delivered to your plant——

A. (Interrupting): Just a moment please.

Q. Yes?

A. We don't own any timber in Montana, I am sure.

Q. Some of the timber processed at the mills is derived from Montana, is it?

A. Some of the logs are; yes.

Q. And how are the logs delivered to the plant?

A. On cars and by truck.

Q. When you say by cars you mean railroad cars? A. Yes.

Q. And what system hauls the logs used at the mills?

A. All the railroads out of Spokane. [17]

Q. (Mr. Walker): Can you give me the total number of sales for 1939?

A. Not exactly; approximately. [20]

Q. Very well. A. About fifty million feet.

(Testimony of J. M. Brown, Sr.)

Q. And of that amount approximately how much constituted deliveries effected by rail?

A. I could not say.

Q. Is the bulk of your sales made by rail?

A. Are you talking of logs or lumber?

Q. I am speaking of lumber.

Mr. Potts: I would like to ascertain if his answer related to logs or lumber.

A. The answer is 50 million feet and it related to lumber. The next question, please.

Q. (Mr. Walker): Would the bulk of the fifty million feet of sales be made by rail delivery?

A. What do you call the "bulk"?

Trial Examiner Hekton: More than 50%?

The Witness: More than 50%, yes.

Q. (Mr. Walker): Of the whole amount of your sales in 1939, approximately how much—how much constitutes sales made outside of the State of Washington? A. I could not tell you.

Q. Would it be more than 50% of all your sales?

A. Yes, it would.

Q. And the balance would be intrastate sales?

A. Yes. [21]

Q. What was the value of your sales for 1939, Mr. Brown?

A. I anticipated that question and have tried to think; but I cannot remember.

Q. How frequently are shipments of finished goods made from your mills? A. Every day.

(Testimony of J. M. Brown, Sr.)

Q. What was the last normal year of operation of your mills as to the volume of sales, the number of employees and the number of working hours?

A. What was that last, please?

Q. The last year, the normal operation, in your experience?

A. You mean in volume, or dollars?

Q. With volume or dollars or sales, the number of employees and the number of working hours.

A. I think last year is a good example.

Q. Does the Long Lake Lumber Company operate for accounting purposes on a calendar year basis or a fiscal year basis?

A. Calendar year.

Q. Mr. Brown, have you ever directly employed men who perform work at Caribou Basin?

A. Only one man; we have employed men to supervise the cutting.

Q. The men you speak of are your son and Mr. Breen?

A. Yes.

Q. But you have not employed any men engaged in, directly [22] in the usual manual or productive labor actually?

A. Yes.

Q. For setting the rate of compensation of anything like that?

A. No.

Q. Have you ever directly discharged any men employed at Caribou?

A. No.

Q. Has Mr. Robinson ever requested you to engage workers for Caribou?

A. Not that I remember. [23]

Q. Do you know when the dues and assessments are payable?

A. No, I don't.

(Testimony of J. M. Brown, Sr.)

Q. Do you know whether they are yearly or quarterly or monthly? A. I don't know.

Q. Mr. Brown, would you mind ascertaining what—upon what basis the Long Lake Lumber Company pays its dues and assessments to the Associated Industries of Spokane and the amount for the year, or whatever the period is; I wonder if you would likewise ascertain what the value of the sales for 1939 were?

A. May I—if I am going to have to get this information it should be written down; I may forget it.

Trial Examiner Hekton: Counsel will supply you with what he wishes.

Mr. Walker: I will make some notes of it for you.

Cross Examination

Q. (By Mr. Potts): I will ask you a few questions to clarify one or two matters brought out by your examination. Now, in the first place, what is the Caribou Camp to which reference has been made?

A. It is Mr. F. D. Robinson's camp.

Q. Mr. F. D. Robinson's logging camp?

A. Yes, sir.

Q. Located where? [25]

A. Near Samuels, Idaho.

Q. In Bonner County, Idaho? A. Yes.

Q. With reference to men employed in that camp, do you know or have you ever had anything to do with their employment? A. No.

(Testimony of J. M. Brown, Sr.)

Q. And when I say you, I mean the Long Lake Lumber Company.

A. No; so far as I know now.

Q. What is the fact as to whether or not Mr. Robinson employed his own workmen in that camp?

A. He has.

Q. Have you or has the Long Lake Lumber Company ever had anything to do with saying what individuals should be employed in that camp?

A. None whatsoever.

Q. Or when they should be employed?

A. No.

Q. Or what wages should be paid them?

A. No.

Q. Or how long they should work? A. No.

Q. Or whether or not they should be discharged at any time? A. No. [26]

J. M. BROWN, JR.

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Walker): What is your name?

A. J. M. Brown, Jr.

Q. You also reside in Spokane?

A. Yes, sir.

Q. And you are the son of the Mr. J. M. Brown, Sr., who just testified? A. I am.

(Testimony of J. M. Brown, Jr.)

Q. And by whom are you employed?

A. By the Long Lake Lumber Company.

Q. What is your present position?

A. Well, I work as assistant woods superintendent, assistant. [29]

Q. In 1939 you were at Caribou in the position of assistant to the woods superintendent, were you?

A. Yes, sir.

Q. At whose directions, Mr. Brown, did you first assume that position?

A. Well, at my father's.

Q. Prior to assuming the position of assistant to the woods superintendent, did you discuss the matter with your father—did you? A. Yes.

Q. What did he discuss with you?

A. Well, he outlined to me my duties in that operation or [31] whatever operation I was on and what my duties were and what information they wanted in the office.

Q. Will you elaborate on that; elaborate a little, Mr. Brown.

A. We were logging with certain contractors and they logged timber for us and put it on cars and we have a contract with them, and sometimes a contract with the people buying timber; and my duties are to see that those contracts are lived up to, and by that I mean, if they are not I am to report in to the office.

Q. Did your father suggest to you when you were to go to Caribou, at the time when you were having this discussion?

(Testimony of J. M. Brown, Jr.)

A. That was one of the points, yes.

Q. Did your father suggest where you were to stay when you were at the operation?

A. No.

Q. Were any arrangements made in that regard?

A. Whatever arrangements I make when I stay someplace, I make the arrangements.

Q. In the event you found the work not being performed as required by the terms of a contract, who were you to see?

A. Well, under normal circumstances it would be natural to inform the contractors.

Q. Anyone else? A. No. [32]

Q. Did you always report as you have indicated, to the contractors? A. To the contractors?

Q. Yes.

A. Well, inasmuch as I would see, if I was in camp—I would see something wrong, I would tell someone there that I was aware of it, but I don't remember if it came up very often.

Q. What did you mean by saying you might tell someone there?

A. Well, for instance, if a man has some straw boss and they were cutting the logs the wrong way, I might report to him that I was aware of it and would have a record of it.

Q. It might be a straw boss out on the job?

A. Yes.

Q. When you first arrived at Caribou, whom did you see?

(Testimony of J. M. Brown, Jr.)

A. I didn't arrive at Caribou to see anybody in particular; I arrived at Caribou to see where the cutting was.

Q. I mean when you arrived at Caribou, with whom would you make contact?

A. I know the roads and where the timber is and where it is being cut, and I do not necessarily contact anybody; my job is to go out and see what is being done in the woods.

Q. After having been out in the woods, do you discuss the matter with anyone?

A. You mean discuss what I see? [33]

Q. Yes.

A. Yes, I suppose I would. We always talk about our work, you know.

Q. And whom would you have those discussions with?

A. I probably have discussed things with the other men—discussed them—not pertaining to our business, no; but I mean with reference to the work and what occurred in the woods, what I thought was of interest; and I am always after a certain amount of information as I am supposed to be in the process of learning this business.

Q. It would be natural, wouldn't it, that you would come back from, well, say some work on section 17 and discuss it with Mr. Robinson and Mr. Davis and Mr. Breen and possibly all three of them, or possibly one of the three?

A. Yes, possibly I would.

Q. That would be just natural, wouldn't it?

(Testimony of J. M. Brown, Jr.)

A. If they happened to be there.

Q. Did Mr. Robinson know that you were assigned to Caribou before you arrived there?

A. I don't know.

Q. (Trial Examiner Hekton): Did you see him when you got there?

A. I will tell you, you know in the woods your time is irregular.

Q. You can tell me whether you saw him there when you got [34] there.

A. I didn't stay there; I am in and out of the place.

Q. The first time you came out there you saw Mr. Robinson, didn't you?

A. I don't know whether I did or not. In a matter of days I would, naturally.

Q. (Mr. Walker): As a matter of fact your father had told Mr. Robinson that you would be up there, hadn't he?

A. That I don't know—yes; in that capacity, that was understood, certainly, yes. I didn't understand what you meant at first.

Q. (Mr. Walker): He also told Mr. Robinson why you were coming and what you were to do there, didn't he? A. Yes, sir.

Q. Why did your father assign you to those duties at Caribou?

A. Well, sometimes I wonder. I imagine that I was in a position to make contacts with the workers and from our relationship I understood I was to get into a position to handle the job.

(Testimony of J. M. Brown, Jr.)

Q. Was the reason you have just given the only reason you know of?

A. Of course, if you want a reason, he always has said if you are going to operate in the lumber business the best place and the place to get to know it is the woods; so when [35] I started out to work I became interested in the woods and I imagine that is one of the reasons that I am in the capacity I am in.

Q. How did you go about performing your duties?

A. Well, performing—oh, I see—you want it by examples?

Q. Yes.

A. Such as I can give. Assuming we have an operator and contractor and he is operating the timber and producing logs to be shipped to us I think that—to begin with we have certain specifications how the logs have to be cut, and that is included in the contract and naturally the only place you are capable of finding out whether these logs are being cut properly and do something about it if they are not, is to go into the woods and then there are certain laws of the State to be complied with such as brush disposal, and the size of the timber to be cut and certain other fire hazards with regard to camps and all that to be observed, and the logs have to be manufactured properly in the woods, and by that I mean we don't want to have logs which have been cut into, cracks or bends in the tree, and things similar to that; those are my duties.

(Testimony of J. M. Brown, Jr.)

Q. Let us have a verbal picture of Caribou when you have just arrived at—the main camp.

A. Yes. I might come to the cook house.

Q. Yes, and you might go on out to where the men are? [36]

A. Yes.

Q. You go out after you have been to the cook-house to where the men are working?

A. Yes, or where they have been working; I am generally behind where they cut.

Q. Do you measure the height of the stumps?

A. That is one other thing I do.

Q. Do you measure the log lengths?

A. Yes.

Q. Do you watch the men in their work to see they are falling the standing timber properly?

A. If I didn't pay any attention to how they fall them—oh, yes, you take a man who knows his work in the woods, generally the easiest way for him is the best one for us. Some men take a tree and fall it over a stump; in that case then I would have to report it back to the office.

Q. You see that the strip is taken clean?

A. Yes, we check up on that, and as far as the cleaning all the time goes, after they clean the section we come in afterwards and inspect that; or it might not be that way; it depends on the location and how many thousands of timber have to be cut.

Q. To what office is it that you make your report?

A. To Spokane.

(Testimony of J. M. Brown, Jr.)

Q. Going back to the discussion about taking a strip up [37] there, by that I didn't have reference to the brush disposal. A. No.

Q. I meant taking all the trees that were merchantable in the strip?

A. That was the reference I had when I said that: We came back when they finished the section, or half section; we came in and checked off their cutting.

Q. And saw that they had cut the logs clean?

A. Yes, all merchantable timber. We have to do that, because generally, I mean speaking of this country here, we are cutting somebody else's timber and they demand it in our contract, that their logs are cut clean.

Q. And you observe that they do not smoke in the fire season?

A. I have nothing to do with that; the Forest Service have men in the woods and so do the Timber Protection Association in the boundaries which looks after that.

Q. Do you observe the rate of progress at which the cutting is going on?

A. You mean by the area?

Q. Yes.

A. Of course I don't have to do that. They have reports in the office where there are scalers; and it is the rule of the Long Lake Lumber Company to have a scale report once a week. [38]

Q. And that is generally enough information as far as the scale goes?

(Testimony of J. M. Brown, Jr.)

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(Testimony of J. M. Brown, Jr.)

A. That is generally enough information as far as the scale goes.

Q. The scale report goes in once a week; and that would more correctly reflect the rate of log shipments, wouldn't it? A. Yes. [39]

Q. Did you observe and report generally that the logging is being done efficiently? A. Yes.

Q. And being done in the most economical manner?

A. When I am speaking of efficiency I was speaking of all things so far as the logs being delivered; and economically; I don't believe I have had occasion to report on that.

Q. Do I understand you that the Long Lake Lumber Company is not interested in the financial outcome of the enterprise?

A. Oh, yes, sure we are. [41]

Q. (Mr. Walker): Mr. Brown, have the officers who were located at Caribou ever undertaken the direction and construction of roads at the operations?

A. Have the officers of what?

Q. I am speaking of yourself and Mr. Breen.

A. The construction of the roads?

Q. Yes.

A. You mean at Caribou?

Q. Yes.

A. You mean pertaining to logging operations?

Q. Yes, that is correct. A. No.

Q. Or have they directed the laying out of the roads? A. No.

(Testimony of J. M. Brown, Jr.)

Q. Did your father ever give you any instructions as to [46] whether or not you were to confer with the men directing the workers?

A. No; except he told me not to interfere with the work.

Q. Have you followed those instructions?

A. Yes.

Q. In other words, have you found the men violating the terms of the contract and if so what were your instructions in that regard?

A. You are speaking of the men on the operations?

Q. Yes.

A. Violating the terms—well, of course, the only way it would have affected me was on the cutting of the logs into lengths, and that of course I would have to report to the office.

Q. That is the only way in which the men doing the work at Caribou could violate the contract.

A. Not the only way; we have a contract with the Humbird Lumber Company too.

Q. In case you found the men violating the terms of the contract with the Humbird Lumber Company, what were your instructions in that regard?

A. To report back to Spokane.

Q. Anyone else? A. No.

Q. Would you confer with the men? [46-a]

A. No.

Q. Even though the violation took place in your presence?

A. Well, I don't know how that could exactly

(Testimony of J. M. Brown, Jr.)

happen, a violation of the contract could not take place at any particular time; and that would be after.

Q. There could not be an isolated instance in which any of the men engaged in the work at Caribou could violate any of the terms which existed between the Long Lake Lumber Company and the Humbird Lumber Company?

A. Yes, there could be an isolated instance, such as cutting over the line into somebody else's territory or timber; there would be that one chance in a thousand of its happening at the time; but I don't believe it has happened.

Q. Have there been any other violations of the terms of the agreement other than with the Humbird Lumber Company, other than you mentioned?

A. There may or may not have been; I don't believe it. I have several jobs to watch but they are not of the type of violations of the contract.

Q. What were your father's instructions in the event of violation of the terms of any of the contracts or of any of the terms of the agreement, if such took place in your presence?

A. Well, I don't remember of him having said anything specifically concerning it.

Q. Did you ever direct or confer with the men?

[47]

A. Well, not pertaining to my work.

Q. Did you ever direct the men in their work?

A. No.

Q. Your memory is clear on that, is it?

(Testimony of J. M. Brown, Jr.)

A. Yes, sir.

Q. You are sure of it? A. Yes, sir.

Q. Your father's instructions were to you that you were to exercise your best judgment on the job; is that it? A. Yes, sir.

Q. And your father invested you with that discretion?

A. Not with the discretion of using my best judgment.

Q. Not in as far as the work went?

A. Yes, as far as the work went.

Q. In other words, you could exercise your discretion based on the exercise of your best judgment? A. Yes.

Q. You understood it that way?

A. I understood it that way as it pertained to my duties.

Q. And your father understood that?

A. Yes, sir.

Q. And it was understood, was it, that the Long Lake Lumber Company would stand back of your exercising your own judgment?

A. I assume that is so but I never had it stated as such. [48]

Q. You were responsible to your father as an officer of the Long Lake Lumber Company?

A. Yes, sir.

Q. And the Long Lake Lumber Company was responsible for your acts?

A. I assume that is the procedure; I really don't

(Testimony of J. M. Brown, Jr.)

know; we never had any occasion to know how that would work; I know an agent's responsibility.

Q. You know you hold a responsibility to the Long Lake Lumber Company? A. Yes, sir.

Q. And how are you paid, Mr. Brown, I don't care how much it is but—is it on a salary basis?

A. Yes, I get paid a salary.

Q. By the month? A. Yes.

Q. And traveling expenses? A. Yes.

Q. And you are paid by the Long Lake Lumber Company? A. Yes.

Q. You have visited Caribou lately, have you?

A. Yes, sir.

Q. How frequently have your calls been to Caribou over the two years you held this position?

A. I was thinking of that awhile ago; I think I spent half [49] my time there.

Q. Would it run three or four days a week?

A. We work six days a week, it would be about three of them; it would not necessarily be in a group of three; it might be five days, and I might not be back for quite awhile.

Q. Following your arrival at Caribou, there may have been instances where you remained there two or three or maybe four days at a time?

A. Yes.

Q. Before leaving the operation? A. Yes.

Q. And when you did remain at Caribou where did you stay there?

A. At a cabin by the—I don't know how to de-

(Testimony of J. M. Brown, Jr.)

scribe it. Are you familiar with the location of the camp?

Q. No, I am not.

A. I stayed in one of the cabins there.

Q. You yourself occupied the cabin?

A. Yes.

Q. Was there anybody else occupied the cabin?

A. Well, Mr. Robinson and his son and, oh, that is all that were with us; I guess Mr. Robinson's son too.

Q. And Mr. Breen?

A. He comes up occasionally.

Q. Where did you take your meals when you were staying over [50] at the operation?

A. In the cookhouse.

Q. Did Mr. Robinson charge you rent for your cabin, for your occupancy of the cabin, or did you have any arrangements in that regard?

A. No, it is customary, you know, in camp, as far as I have heard, that you get your accommodations when you come in. [51]

Q. Mr. Brown, what is Mr. Breen's full name?

A. J. E. Breen.

Q. And he also was employed by the Long Lake Lumber Company? A. Yes, sir.

Q. Where is he living? A. In Spokane.

Q. And what is his present position? [53]

A. He is a woods superintendent.

Q. How long has he worked for the Long Lake Lumber Company?

A. Gosh, I don't know exactly; it is for sev-

(Testimony of J. M. Brown, Jr.)

eral years, I know; I mean I don't remember the date of it.

Q. Did he occupy the position of woods superintendent for the Long Lake Lumber Company in the years 1935 and 1936—'37 and '38 and '39 at Caribou?

A. What do you mean "at Caribou"; he is superintendent for the Long Lake Lumber Company; that covers all those years.

Q. During those years was he at Caribou as superintendent in the Long Lake Lumber Company's operations?

A. When he was there, yes; he has been woods superintendent during those years.

Q. In the position of woods superintendent, did he exercise the duties of that position during the years I have mentioned at Caribou?

A. Yes; of course, that is out of my territory; he is my boss; I have nothing to say to him.

Q. Do you know at whose directions he would come to Caribou?

A. I presume under my father's directions.

Q. And the year 1939—and all the rest of my questions I will confine to a certain year so that your understanding will be clear in that regard. In the course of Mr. Breen's duties, did he direct where the cutting was to take place? [54]

Q. Mr. Brown, when did you first come to Caribou in the operating season of 1939?

A. Let me see; you mean approximately or the exact date?

(Testimony of J. M. Brown, Jr.)

Q. No; just approximately.

A. I think it must have been in May some-time.

Q. Do you remember the instance of work ceasing on June the 7th, 1939?

A. June the 7th, yes, I remember.

Q. Do you remember about a Union meeting in the camp during the preceding evening?

A. Yes, sir.

Q. When did you first learn that the Union meeting was to be held at the camp?

A. I heard about it afterwards, after it was done.

Q. The first you learned of the Union meeting having been held was after it had been held?

A. Yes, sir.

Q. Prior to that time you had no knowledge of there being a Union meeting or of its being held in the camp? A. No.

Q. Were you in camp during the day on which the Union meeting was held? [56]

A. I came in that night.

Q. During the course of the evening?

A. Yes, sir.

Q. About what time was it, do you recall?

A. I don't recall exactly the time; it was after supper, I know that. [57]

Q. Did Mr. Robinson know where to locate you during your absence?

A. Did Mr. Robinson know where to locate me during my absence?

(Testimony of J. M. Brown, Jr.)

Q. Yes.

A. Not directly; he could get hold of me in town; they know there generally where I am.

Q. If he wanted to contact you but did not know where you were, he would call the office in Spokane? A. Yes, sir.

Q. And they in turn would inform Mr. Robinson where you were? A. Yes, sir.

Q. And if you were not in the office in Spokane— A. Yes, sir.

Q. Now, on Tuesday, June the 6th, when did you first see Mr. Robinson?

A. When I came into camp that night.

Q. That was the first time that you saw him that day?

A. Yes; as I recall it I know I was in there and am almost positive I did not see him before I saw him that evening.

Q. In the matter of holding a Union meeting, when you did learn of it, it made a distinct impression upon you; it did, didn't it?

A. Oh, yes. [59]

Q. And that is why it is outstanding in your memory? A. Yes, sir.

Q. And your memory is definite about that evening? A. Yes, on coming in that evening.

Q. And the first time you saw Mr. Robinson that day was when you arrived in the camp that evening? A. Yes, the first time I remember.

Q. About what time is supper usually held at

(Testimony of J. M. Brown, Jr.)

the camp? A. I think it is at 5:00 o'clock.

Q. Now, Mr. Robinson told you about the meeting having been held, did he? A. Yes, sir.

Q. Mr. Robinson discussed the fact that the men had organized and held a conference with him?

A. Well, I don't remember just exactly what he discussed; he told me about the meeting, they had the meeting; and the thing is, the whole thing, he said, was "Those guys seem pretty sore at me." That is all I can remember about the discussion.

Q. Did he tell you what the Committee had presented to him?

A. No, I don't remember it.

Q. Did he say the Committee had made any demands upon him?

A. I don't remember that.

Q. Did he tell you that there had been a meeting of the Union as a whole, separately and distinct from the meeting [60] of the Committee with Mr. Robinson?

A. No, I don't think he said that; I don't remember if he did.

Q. Was your father notified as to the meeting?

A. Well, he knew about it, but I do not know how soon he was notified.

Q. How did you learn he was notified?

A. I saw him about two days later; I think it was approximately two or three days later; I hardly remember that part of it.

Q. I appreciate that; but I want you to take your time and be sure that you, in your own mind,

(Testimony of J. M. Brown, Jr.)

recall the facts which you testify to, because that happened some time ago and I want you to be sure they are very clear. What did your father tell you that he had learned?

A. Oh, Gosh, I don't remember.

Q. Did he tell you from whom he had learned that there was a meeting? A. No.

Q. You are sure of that, are you?

A. Yes, sir.

Q. When you conferred with Mr. Robinson at the camp on this evening of June the 6th, did you learn what organization had held the meeting or had organized the men?

A. Well, I assume I did; I was aware of it afterward and at [61] what time I became familiar with it, I could not say.

Q. Now, when you arrived at camp, whom did you see that evening? [62]

A. I saw Mr. Robinson; I know; but who else, I don't remember; I suppose I generally see about everyone in the camp when I get in there.

Q. When you arrived did Mr. Robinson say anything to you, immediately on the time of your arrival?

A. I believe that was the time he told me they had the meeting; it was just over, and I believe that is when he told me with reference to his position.

Q. Immediately on the time of your arrival, where did you first see Mr. Robinson; in the office or outside? Can you recall that? A. No.

(Testimony of J. M. Brown, Jr.)

Q. Immediately upon your arrival did Mr. Robinson extend a greeting to you; and did he say anything to you in greeting you?

A. Oh, I don't know whether or not, whether he had any smart remark to make on my arrival in the greeting of that particular night.

Q. Does it refresh your memory that the greeting on your part in meeting Mr. Robinson, his greeting to you was, "Where the hell have you been?"

A. I can't remember; I don't remember that.

Q. I don't know whether I have gone over this before or not: Did Mr. Robinson tell you what had transpired at this meeting between himself and the Committee? [63]

A. I think he told me what was wrong or what it was about, I don't remember to what extent he spoke or what he told me.

Q. What is your recollection of what he did tell you?

A. What interested me mostly was a surprise as far as that is concerned; I was surprised at what had happened as I was unfamiliar with it and I don't remember anything, because as my memory of it; but as to what was said, I can't remember.

Q. Prior to this evening, this particular evening, you had no knowledge that the men were organizing and consequently the sudden revelation of that to you by Mr. Robinson made a definite impression on your mind?

(Testimony of J. M. Brown, Jr.)

A. Yes; well, you know how rumors go up and down the country, and operators hear about some particular party being organized and all that; and I heard that there had been some one around there organizing; but I had heard it so many times I didn't pay much attention to it and I don't know to what extent I did know; but you know, you are aware of those things going on more or less when you are around; but as to it being applicable to Mr. Robinson or any other individual, I am not sure whether I had that in my mind at the time.

Q. Your recollection is that prior to this particular evening you had heard some one of the other operators say there was an organization going on; is that the idea?

A. An operator—you can go into the restaurants around [64] here and hear more than you get in the newspapers; and in Spokane it is the same thing.

Q. Is this correct; that prior to that evening you had heard some gossip that there was organization going on in this area? A. Yes, sir.

Q. Did you learn at that time what organization it was that was attempting to organize this area?

A. I heard, if I remember correctly, that both the A. F. of L. and the C. I. O. were organizing here.

Q. About how long before this evening of June the 6th did you first hear gossip of any attempt being made to organize in this area?

(Testimony of J. M. Brown, Jr.)

A. I have heard it for five years.

Q. You have heard it for five years?

A. That there was going to be an organization of labor by representatives of one of the major Unions.

Q. And that was gossip in this community which kept recurring over the period of five years; is that correct? A. Yes.

Q. Coming back to 1939 with respect to the month of May, when you first came to this area, when did you first hear the gossip about the organization?

A. It is hard to remember just when, but I remember hearing it in town. [65]

Q. Was it shortly after you came to the Caribou operations? A. I think so.

Q. When was it you first came into Caribou in 1939? A. It was during May.

Q. Along in the forepart?

A. I believe it was.

Q. And it was along in that time when you first heard the gossip of organization going on in this particular area? A. Yes, sir.

Q. Excepting only the information you received from gossip, the only direct information you had about the organization of the work at Caribou was from Mr. Robinson on that evening of June the 6th, is that correct? A. I don't recall.

Q. What do you mean by that?

A. I mean some particular person may have talked to me, I don't recall; but now at the present

(Testimony of J. M. Brown, Jr.)

time I don't recall anything of that nature; those are the two sources.

Q. (Trial Examiner Hekton) You refer to gossip and to Mr. Robinson? A. Yes.

Q. (Mr. Walker) Upon learning of an attempt to organize this area in the Spring of 1939, did you communicate that information to your father?

A. I think I must have; I don't recall doing it but I think [66] must have.

Q. I want to call your attention to the testimony concerning your father having learned there was a Union meeting at the camp on the night of June the 6th. Did your father ever tell you that he gained that information of there having been a Union meeting that night of June the 6th?

A. What is that?

Mr. Walker: Strike the question.

Q. (Mr. Walker) Mr. Brown, I want to call your attention to the testimony about your father having learned of a meeting having been held at the camp on the night of June the 6th. Did your father ever tell you whether or not the source of information of there having been a Union meeting on the night of June the 6th was from Mr. Robinson? A. No.

Q. And is your recollection clear in that regard?

A. I assume it to be because if he had I would have remembered it; that is the only way.

Q. Did you have a discussion with your father

(Testimony of J. M. Brown, Jr.)

about the event which transpired at the Committee meeting on the night of June the 6th?

A. I cannot say I remember; I don't remember talking to him.

Q. Are you sure of that?

A. I am sure; but I cannot recall it. [67]

Q. If you had a talk with your father concerning what transpired at the Committee meeting on June the 6th, it has not left an impression on your mind?

A. No; but it would if I had had.

Q. Do you know a Mr. Herbert Johnson?

A. There is a fellow named Johnson—is that the one who was the organizer?

Q. That is correct. A. I met him.

Q. Who introduced you to him?

A. I believe Mr. Robinson did.

Q. When did you meet him there?

A. It was that night up there.

Q. Shortly after your arrival?

A. Yes, sir.

Q. Did you talk with Mr. Johnson?

A. Yes; I did for a few minutes.

Q. And where did you have this talk with him?

A. I can't just recall where; but I remember talking to him.

Q. Was there anyone else present?

A. Mr. Robinson; sure, Mr. Robinson was there.

Q. During the talk with Mr. Johnson, did a telephone call come in camp?

A. I don't remember. [68]

(Testimony of J. M. Brown, Jr.)

Q. And is your memory clear in that regard?

A. Not that I remember a call.

Q. If you had engaged in a telephone conversation that night with anyone, would that have left an impression on your mind?

Mr. Potts: Objected to as improper cross examination.

Trial Examiner Hekton: I have a vague feeling it is a little objectionable, but not very much so. Can you re-frame it, do you think?

Mr. Walker: I will do that.

Q. (Mr. Walker) Where was the telephone located at the camp in 1939?

A. Well, it was in what they call the office.

Q. Do you recall when you had the talk with Mr. Johnson?

A. As I recall, it was in a building; it must have been; I can picture that in my mind.

Q. You are not able to recall which building?

A. No.

Q. During the talk with Mr. Johnson, did anyone or anything occur to interrupt your conversation with Mr. Johnson?

A. I don't remember.

Q. And did anyone call you out of the conversation during the time of your talk with Mr. Johnson? A. I can't remember, honestly.

Q. Did you talk with your father that night?

[69]

A. I don't remember whether I did or not.

Q. All right.

(Testimony of J. M. Brown, Jr.)

A. I have tried to picture the scene, but it is quite confusing.

Q. During the course of the conversation with Mr. Johnson, was Mr. Robinson called out of the conference? A. I cannot honestly remember.

Q. Did Mr. Robinson engage in a telephone communication with your father?

A. Not to my knowledge. [70]

Q. The operations at Caribou did close down on the morning of June the 7th, didn't they?

A. Yes.

Q. And you and your father had talked this situation of the men organizing over, had you?

A. I presume we had. I don't remember it; but I assume we had. [72]

Q. It is the desire and the policy of the Long Lake Lumber Company to get along with the men and have no labor trouble? A. Yes.

Q. Did you and your father decide to apply that policy, and that if there was to be any possibility of violence or disturbance up here, that the best thing to do was to shut down the plant or the camp?

A. You see, our interest is not to shut the camp down. All we are interested in is getting out the logs.

Q. You and your father are not interested in whether Caribou operates, is that correct?

A. No.

(Thereupon, the last question and answer referred to were read by the reporter.)

(Testimony of J. M. Brown, Jr.)

A. No.

Q. If the Caribou should cease to be available for use as a source of logging supplies, would that have any interest to the Long Lake Lumber Company? [73]

A. Did you take my answer to that in the last question, which I gave to you?

Mr. Walker: Read it.

(Thereupon the last question referred to was read as follows: "If the Caribou should cease to be available for use as a source of logging supplies, would that have any interest to the Long Lake Lumber Company?")

A. You put that question, and I say we want the logs, we outline our work and we want the logs.

Q. Is the Long Lake Lumber Company interested financially in whether or not the Caribou operations continue?

Mr. Potts: That is objected to as asking for a conclusion, it is asking for his opinion and conclusion about matters not within his purview; he is not an officer who has been shown to be in charge of the financial end or general policies of this company.

Trial Examiner Hekton: Answer, if you know.

(Thereupon, the last question and answer referred to were read by the reporter.)

A. As I told you previously, I am working there and I am aware that Mr. Robinson is behind; nat-

(Testimony of J. M. Brown, Jr.)

urally I assume they would be interested in running the operations.

Mr. Walker: That is all. [74]

Q. How much of your time that you spent out in the woods in 1939, to the best of your knowledge and judgment, was spent in the Caribou Basin in Frank D. Robinson's logging camp; about what proportion?

A. What proportion of my time was spent in that?

Q. How much of your time did you spend there and how much elsewhere?

A. I would say that it was about 50% of my time.

Q. That is, you spent about 50% of your working time when you were out performing your line of work around the Caribou operation?

A. It was a little different from most of the operations, because of our contracts with the Humbird Company.

Q. I am going to ask you why it was you spent so much of [80] the time on that operation?

A. Because of the reason of the Humbird Company—one reason is we have to get along with the manager, a fellow named Pearson, and he is a little eccentric, not eccentric I would say, I would not use that word, but exacting in his contracts and anyone can believe that when you get into that timber you have to be more particular than in other timber that you buy. We find it that way in connection with that timber.

(Testimony of J. M. Brown, Jr.)

Q. And does your purchase of the Humbird Lumber Company embrace a large quantity of timber? A. Yes, in several places.

Q. And covering a long period of years?

A. Yes, it will cut over a large period of time.

Q. And are you required to cut a minimum each year? A. Yes, sir.

Q. Is that a substantial amount?

A. Yes, it is quite a large amount.

Q. Take the timber which should have been cut; do you know whether—you mentioned the necessity of cutting the logs to run the mills according to the way you laid out the work for each year? A. Yes, sir.

Q. On your direct examination.

A. Yes, sir. [81]

Q. Do you recall what was contemplated by these operations of Mr. Robinson that he should produce in the year 1939?

A. Yes; our contract called for 10 million feet.

Q. That was the minimum, ten million feet of white pine logs? A. Yes, sir.

Q. To be cut from that timber?

A. Yes, sir.

Q. (Trial Examiner Hekton) 1939?

Mr. Potts: 1939. A. 1939.

Q. (Mr. Potts) How did that compare with the quantity of sawlogs on other operations you have mentioned in this area, for instance those that were produced in the Pack River operation?

(Testimony of J. M. Brown, Jr.)

A. Last year we were just starting. I think they got out about a million feet, if I remember correctly.

Q. Was this one of the major operations on which the Long Lake Lumber Company depended for its logs in 1939?

A. Through Mr. Robinson?

Q. Yes. A. Yes, we planned on that. [82]

Q. Was this your particular job, this Caribou Basin; was this a job you looked after primarily apart from the other assistants? A. Yes.

[84]

(Thereupon the last question was read as follows: "When you arrived on the job and in performing your work, what would you do, generally speaking; now, I am not trying to ask you to remember any particular trip in detail, but just generally what would you do on that area, on that job, and on that operation?")

A. In general, I would see that Mr. Robinson's operations were conforming with our contracts with the Humbird Company, and that Mr. Robinson in delivering his logs would—

Q. (Interrupting): How would you determine that; what would you do on the job to reach that determination?

A. We are obligated not to create unnecessary fire hazards and one of the things with the Humbird Company, which we had trouble with them was on—we had such an area opened up it [85] was

(Testimony of J. M. Brown, Jr.)

crowded and a fire hazard arose in these little spots, and one of my very serious commissions this year was to see that Mr. Robinson cleaned up this area described in the section and cleaned it up by going into a new body of timber.

Q. That was in conformity with your contract obligations to the Humbird Lumber Company?

A. In conformity with the obligations to the Humbird Lumber Company, yes.

Trial Examiner Hekton: At this point we will take a ten minute recess.

(Thereupon at this time a short recess was taken, after which proceedings were resumed as follows:)

Q. (Mr. Potts) You have mentioned the creation of a fire hazard and the cleaning up of the timber on the section, in order to comply with the Humbird Lumber Company contracts. What other phase of operation did you check up on and examine from time to time for the same purpose?

A. Well, like for the purpose of fulfilling the Humbird contract.

Q. For the purpose of determining whether or not Mr. Robinson was logging his timber in conformity with the requirements of the timber purchase contract and with the Humbird Lumber Company?

A. One was to see that he removed all the merchantable [86] timber included in the contract. [87]

(Testimony of J. M. Brown, Jr.)

Redirect Examination

Q. (Mr. Walker): At Caribou, during the times you were there in looking over the operations, it was for the purpose [88] of determining whether or not Mr. Robinson was doing his work in the manner required by the terms of the Humbird contract, is that correct?

A. That was one of the reasons.

Q. In the event of his work not being done in the manner required by the Humbird contract terms, you would bring that to his attention?

A. Either to him or report it to Spokane.

Q. And in the event the report was simply sent to Spokane, what was done then?

A. In that instance, I believe, the woods superintendent would act on it.

Q. And how would he call that matter to Mr. Robinson's attention?

A. Well, the usual method is by going and talking to him.

Q. So in either event you would talk to him in the first instance or the report would go to Spokane and there be called to Mr. Breen's attention, and Mr. Breen would come to Caribou and talk with Mr. Robinson?

A. Yes, sir; or if it was necessary my father would talk to him.

Q. Your father would come to Caribou and talk to him?

(Testimony of J. M. Brown, Jr.)

A. I believe he would; I don't remember any instance where he did that, however.

Q. Why didn't you bring it to Mr. Robinson's attention in [89] the first instance when you were there?

A. The reason, I recall one instance, if he were not there and I had to leave it had to be taken care of.

Q. In the event Mr. Robinson was there and you were there, why didn't you bring it to his attention personally?

A. In those cases I would.

Q. And then you would require Mr. Robinson to do such work as the contract required to be performed at Caribou?

A. I could tell him to do it in conformity with the contract, referring to our contract.

Q. You could not require him to do that; could the Long Lake Lumber Company require him to do the work in the manner stated in the Humbird contract?

A. That which was provided in our contract with Mr. Robinson.

Q. And you could require Mr. Robinson to do his work in accordance with the terms of the Humbird contract?

A. They could require him to operate in accordance with the terms of the Humbird contract?

Q. Yes.

A. The Long Lake Lumber Company would have to.

(Testimony of J. M. Brown, Jr.)

Q. What representative of the Long Lake Lumber Company?

A. It would be myself or Mr. Breen or my father.

Q. That would be your purpose in talking with Mr. Robinson in the first instance? [90]

A. Yes.

Mr. Potts: Is the answer yes?

The Witness: Yes.

Q. (Mr. Walker): Who are the other two assistants to Mr. Breen?

A. Well of course, I have never had occasion to operate in that end; there is one fellow who operates almost mostly in yellow pine, Murphy & Gillespie.

Q. However, this Caribou operation and the other one adjacent to the Caribou area was assigned to you, is that correct?

A. Yes. There are certain stipulations, like when you work for somebody, for a boss, you do what he wants.

Q. What do you mean by that?

A. Mr. Breen wasn't there all the time; he assigned it to me to watch it.

Q. Was Caribou planned to be the major source of Idaho timber for the Long Lake Lumber mills in 1939?

A. That I am not in a position to know about what that was.

(Testimony of J. M. Brown, Jr.)

Q. In 1939, Mr. Robinson was required to produce a minimum of ten million feet of Idaho white pine?
A. Yes, sir. [91]

F. D. ROBINSON,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (Mr. Walker) What is your name?

A. F. D. Robinson.

Q. Where do you reside, Mr. Robinson?

A. Sand Point.

Q. Are you engaged in the logging business?

A. Yes, sir.

Q. When did you first start as a logger? [95]

A. Oh, eighteen or twenty years ago.

Q. Have you been engaged in logging ever since then?
A. Yes, sir.

Q. Mr. Robinson, do you mind keeping your voice up, please; and I will try to do the same.

A. All right.

Q. In the 1939 logging season, did you conduct logging operations at Caribou Basin?

A. Yes.

Q. How long had you been engaged in that particular enterprise?

A. Ever since four years, when we started there; when we started in the Basin.

(Testimony of F. D. Robinson.)

Brown or anyone else for the Long Lake Lumber Company was thereafterward reduced to writing, taking the form of an executed contract; and the evidence and the pleadings here show that that contract is in existence. Therefore, the contract is the best evidence and we object to any further testimony on this ground and for the further reason it is immaterial. I might ask counsel if it is not true that we furnished him with a copy of the contract and they still have it.

Trial Examiner Hekton: I take it the contract is the best evidence and I think the question is properly asked and is leading up to the execution of the contract.

(Thereupon the last question was read by the reporter, as follows: "Question: Who was present at the discussion about it? Answer: I think Mr. Jimmie Brown and Mr. Dave Brown and I think Mr. Breen himself. Question: What was the discussion at that time?")

A. What is it you want to know about it?

Q. (Mr. Walker) Do you understand the question, Mr. Robinson? [100]

A. No, I didn't understand it. We drew up a contract and I was to put the logs in for so much money, so many feet; but there wasn't anything specified about how much I should put in each month. My contract calls for so many million feet in a stipulated length of time; a year's time.

Q. Did you have a discussion as to what terms

(Testimony of F. D. Robinson.)

would be embodied in the contract before the contract was reduced to writing? A. Yes, sir.

Q. What was the discussion?

A. It was to be according to the Humbird contract and according to the two contracts similar or the same; and I had my contract with the Long Lake Lumber Company apply to the Humbird contract.

Trial Examiner Hekton: We are trying to get at how you arrived at the agreement, finally arrived at it; you didn't just go in and start signing a contract; you had conversation?

The Witness: Yes.

Trial Examiner Hekton: Tell us about that.

The Witness: They were supposed to put the roads in and put up the buildings and I was supposed to get out in the section so much timber per year, different poles and different species, and lengths and percentages of lengths, the height of the stump, and how much there was to come out each year; and I got the contract and started in and worked [101] after moving in there; and I supervised the main road; it was under my supervision; I put the roads in there for the Long Lake Lumber Company; I built the camps and roads for the Long Lake Lumber Company before starting to log in there.

Q. (Mr. Walker) Do I understand you engaged the men who constructed the roads, Mr. Robinson? A. Yes, I did.

Q. And you laid out the lines of the roads?

(Testimony of F. D. Robinson.)

A. Mr. Breen laid out the lines on the roads and I had charge of it.

Q. Mr. Breen surveyed the lines of the road?

A. Yes.

Q. And everything was under your supervision?

A. Yes, sir.

Q. Including the engaging of the men and the building of the road? A. Yes.

Q. And with respect to the construction of the camp buildings, all that was under your supervision?

A. That was all under my supervision; they paid for the buildings after I had them up.

Q. All the men were under your supervision and direction?

A. Yes, they were under my supervision.

Q. Did anyone else supervise the construction of the camp buildings, other than yourself? [102]

A. No, unless it was some of the men I had working for me who were under me.

Q. I understand that.

A. There were suggestions from Mr. Brown and Mr. Breen about how the bunkhouse should be built or the cookhouse should be built.

Q. Merely suggestions? A. Yes.

Q. Which were talked over with them?

A. Yes.

Q. Each year since you began at Caribou, have the provisions of your agreement been substantially the same? A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. In the year 1937, did the agreement provide for a specific rate per thousand of logs delivered at the landing?

A. Yes; on cars—delivered on cars.

Q. There was such a similar provision for 1938?

A. Yes, sir.

Q. And for 1939? A. And for 1939; yes.

Q. Were the provisions whereby the Long Lake Lumber Company was to construct the main road and the camp buildings set out in the agreement of that year? A. Yes, sir.

Q. Have you stated all the provisions which were discussed [103] and ultimately embodied in the written agreement? A. I think so. [104]

Q. When was the last year of normal operation as to the number of men or number of working hours with the amount of logs produced?

(Thereupon the last question was read.)

A. 1938, I think.

Q. 1939 was not a normal season?

A. Yes, it was kind of wet though, the first part of the season, it rained so much.

Q. Do you understand what I mean? What I meant was, the amount of logs produced in 1939—was it normal with respect to the number of logs produced in 1938? A. Yes.

Q. And was 1937 a normal year?

A. Yes, sir.

Q. In your experience, Mr. Robinson, what has

(Testimony of F. D. Robinson.)

been the labor turnover; has it been high or low from season to season?

A. I don't know. It seemed to be the same.

Q. Approximately what percentage of your employees return year after year?

A. Some months we work 150 men and I think as high as 400 during the peak of the work.

Q. During the season? [105]

A. I think my books show around 300 or 400 turnover in one month.

Q. Out of the total of 150 required for production—

A. (Interrupting) That was in 1937.

Q. How was the 1938 season with respect to the turnover, was it high or low?

A. It was pretty high.

Q. Substantially the same as you have described for 1937? A. For 1937, yes.

Q. What was the '39 season?

A. It was about the same. [106]

Q. At the time of the opening up of the Caribou Basin, you consulted with Mr. Brown, Sr., about the construction of the main camp buildings, did you? A. Yes, sir. [111]

Q. Who owns the buildings? [115]

A. The Long Lake Lumber Company.

Q. Upon the termination of this arrangement between yourself and the Long Lake Lumber Company, who gets the buildings?

A. The Long Lake Lumber Company built the

(Testimony of F. D. Robinson.)

buildings and they reimbursed me for the buildings.

Q. They what?

A. They put the buildings in and they were supposed to put the main road in and the buildings in; I was supposed to put them in, that is, under my supervision, and they would give me credit for the buildings.

Q. Who owns the office?

A. The Long Lake Lumber Company.

Q. What is the situation as to the ownership of the other buildings at other camps; I am not speaking of the main camp.

A. Well, we have a few shacks around the woods which some of these gypos built.

Trial Examiner Hekton: What is a gypo?

The Witness: He is a sub-contractor.

Q. (Mr. Walker) Who owns the buildings where Mr. Smalling's camps are located?

A. Those belong to Mr. Smalling.

Q. Upon the termination of the arrangement whereby Mr. Smalling is under contract, who gets the structures?

A. Mr. Smalling.

Q. And about Mr. Morrow's camp? [116]

A. Mr. Morrow has no camp.

Q. No buildings?

A. No; he has a temporary barn I built and one of those little shacks which belongs to the Long Lake Lumber Company.

Q. Who gets those?

(Testimony of F. D. Robinson.)

A. The Long Lake Lumber Company when I get through with them.

Q. Now, were you the only individual who supervised the construction of the buildings at the main camp? A. Yes.

Q. And you directed the men in their work?

A. Yes, with the exception I had a strawboss or two around.

Q. And Mr. Breen did not have anything to do with that? A. No.

Q. Or the supervising of the men? A. No.

Q. And the same with Mr. Brown, Sr.?

A. No, he did not.

Q. Did he direct the men in their work in any way? A. No. [117]

Q. (Mr. Walker) Do any of the officers of the Long Lake Lumber Company inspect your books from time to time? A. No.

Q. They have no access whatever to your books at all?

A. No; only the time where I send in the payroll in order to get the amount of money due each month.

Q. Outside of that they have no accessibility to your books at all? A. No.

Q. And never discuss your books with you?

A. No.

Q. Or inspect your books?

A. It is just about the amount the money we use from month to month.

(Testimony of F. D. Robinson.)

Q. You understand what I mean, by inspecting the books?

A. Yes, sir; they never have.

Q. They never have? A. No.

Q. Now in the years past the Long Lake Lumber Company has had a Mr. Gillespie actively engaged there during that time? A. Yes.

Q. And in addition to Mr. Gillespie there has been Mr. Breen? [119] A. Yes.

Q. And in addition there has been Mr. Brown, James Brown, Jr.? A. Yes, sir.

Q. Will you explain who Mr. Brown, Jr., sees when he comes to the camp?

A. He generally always sees me; he generally comes out there and when there is anything wrong he comes to me as to short logs, high logs, short stumps, trees broken or trees not cut, such things as that; he comes to me about it.

Q. What does he do in the matter of operation?

A. He goes out and measures the stumps and checks up the percentages; we have different percentages, with different lengths of logs; we have eighteen and twenty; and he checks on the percentages.

Q. Does he see the men on the operation?

A. Yes, he sees men on the operation and he goes amongst them when he is out there checking.

Q. Does he give you any suggestions?

A. No.

Q. Does he tell you what strip to work on?

(Testimony of F. D. Robinson.)

to put on more fallers and buckers? A. No.

Q. They never have done that? A. No.

Q. And if you were ahead of your schedule on the delivery of logs have ever Mr. Brown, Jr. or Mr. Breen told you to cut down on the number of fallers and buckers? A. No.

Q. Is power skidding more economical than the ordinary manner of skidding? A. Yes.

Q. Is it faster? A. Yes. [123]

Mr. Hunt: The witness did not testify the Long Lake Logging Company owed any of that equipment up there. He said the Long Lake Logging Company financed him, and I object to counsel twisting the question so it shows that the Long Lake Logging Company owns the equipment. That is very important here and I ask that the question of counsel be stricken from the record. [123-a]

Trial Examiner Hekton: I think with the explanation maybe it should not be objectionable.

Mr. Hunt: Counsel asked how much of the other equipment does the Long Lake Logging Company own; and it is not shown they own any of it; and the witness' answer was he was financed by the Long Lake Lumber Company.

Trial Examiner Hekton: I think it is not necessary to make any further explanation.

(At the request of counsel, the preceding questions and answers were read.)

Mr. Hunt: I think counsel should withdraw the question; and I object on the ground that the rec-

(Testimony of F. D. Robinson.)

ord does not show that any equipment is owned by the Long Lake Logging Company, because the question now asked is how much of the other equipment is owned by them.

Trial Examiner Hekton: It asks how much of the other equipment is owned by the Long Lake Lumber Company. Answer the question.

The Witness: There is none of it owned by the Long Lake Lumber Company.

Q. (Mr. Walker) None of the equipment you used in the operations at Caribou is owned by the Long Lake Lumber Company? A. No, sir.

Q. You are sure of that?

A. Yes, sir. [124]

Q. Upon the expiration of the working arrangement between yourself and the Long Lake Lumber Company, who gets all the equipment you use in any phase of the logging operations referred to?

A. Will you read that?

(Thereupon the question referred to was read.)

A. They are my own.

Q. All the gas and oil used by you in the '39 operations were paid for by you? A. Yes, sir.

Q. And collected by you?

A. By orders or by check.

Q. That is the checks were ordered paid out of your office?

A. Yes; and orders given authorizing the Long Lake Lumber Company to make a payment to the Shell Oil Company; that is the way of it.

(Testimony of F. D. Robinson.)

Q. What orders are you referring to; I didn't get it.

A. The Long Lake Lumber Company paid any bills. They could not pay a bill unless I gave a written order to pay the account at any time.

Q. That was done by you?

A. In one or two cases. [125]

Q. In 1939? A. Yes, sir.

Q. How about in 1937, was that arrangement followed?

A. I don't remember that far back.

Q. Did that arrangement exist between you and the Long Lake Lumber Company in 1938?

A. Yes.

Q. Before the Long Lake Lumber Company could pay anything out of your account by reason of this arrangement existing between you and the Long Lake Company, the Long Lake Lumber Company required you to authorize them to make a payment; is that correct?

A. Yes, with an order from me.

Q. And you did that? A. Yes, sir.

Q. On gas and oil?

A. I don't remember whether it was gas and oil or something else; I know there were two or three instances where I have done that.

Q. Have you the total scale of logs cut in 1938?

A. Yes, sir.

Q. Will you state what it was, please?

Mr. Hunt: That is objected to on the ground it is not the best evidence. Demand has been made

(Testimony of F. D. Robinson.)

upon us to produce that matter and it is here. I don't think we should trust to [126] his memory of what the scale was, as to the number of dollars; and we have been asked to produce it and the book-keeper is here and it is available. He is in the room and counsel can ask that it be produced; and it is available for them.

Trial Examiner Hekton: He may answer.

A. I don't know.

Mr. Walker: It makes no difference to me whether it is by oral testimony or by the production of the books.

Q. (Mr. Walker) Is that true of 1939?

A. I think so.

Q. Were your efforts at Caribou for 1937 financially successful?

Mr. Hunt: That is objected to; surely that is immaterial, whether this man was successful or unsuccessful. It has no bearing on the issues here.

Trial Examiner Hekton: I don't know whether it has. I don't know what the definition of successful or unsuccessful is.

Mr. Potts: The question should be whether the logging was made at a profit or a loss for that year.

Trial Examiner Hekton: You may answer if you know.

The Witness: I think I sustained a loss.

Q. (Mr. Walker) Were the operations at Caribou for 1938 conducted at a profit or at a loss?

A. At a loss.

Q. And were the operations during the year

(Testimony of F. D. Robinson.)

1939 at Caribou [127] conducted at a profit or at a loss?

A. I suppose they were conducted at a loss. [128]

Q. Mr. Robinson, yesterday ended up with our talking about the operating deficit at the end of the season, in the years 1937, 1938 and 1939; I wanted to call your attention to where we left off.

A. Yes.

Q. During this course of the 1939 season you purchased some caterpillar double drumjammers?

A. Yes, sir. [134]

Q. How many? A. Two.

Q. What was the cost of those machines?

A. I could not tell you off-hand without going to the records.

Q. Have you a recollection of how much they cost you? A. I would say around \$5,000.

Q. Each? A. Yes, sir.

Q. Who signed the checks to the employees of the Caribou camp? A. I did.

Q. Anyone else? A. Mr. Davis.

Q. Who formerly signed the checks?

A. I did.

Q. Just you alone? A. Yes, sir.

Q. When did the practice start of both of you signing checks? A. In 1939.

Q. That joint signature was ordered by Mr. Brown, Sr., wasn't it? A. No. [135]

Q. When you had gone in the hole on operations up at Caribou, they hadn't shut down; but the Long

(Testimony of F. D. Robinson.)

Lake Lumber Company has continued to advance you funds, haven't they? A. Yes.

Q. Are the Caribou operations seasonal?

A. Yes. [137]

Q. What is the usual opening time?

A. January—the first of the year.

Q. After you opened in January, what type of timber did you get out?

A. Wait a minute, I didn't get that. Do you mean on the opening of camp or when I took my contract?

Q. When you start working.

A. It is May.

Q. And when is the usual closing time?

A. October, some time.

Q. About along in the last of October?

A. Sometimes the first; it depends on the weather.

Q. The opening process is gradual, isn't it, both as to the number of employees and the number of logs gotten out? A. Yes.

(Thereupon, the last question and answer were read.)

Q. And usually you complete your re-opening in a period of two weeks; I mean, it takes two weeks until you have gotten your crews built up and normally operating, with normal operating strength?

A. Sometimes it takes two months.

Q. What is the usual situation?

(Testimony of F. D. Robinson.)

A. The first of July when we open up and cut a bit.

Q. At the end of the season, you close down gradually, don't you? [138] A. Yes.

Q. Because of the shortness of the season you try to get the maximum of production while it lasts, don't you? A. Yes, sir.

Q. Is there a peak in the volume of production of logs? A. Yes; generally August.

Q. Has the Caribou operation ever experienced a labor dispute? A. Has it what?

(Thereupon the last question was read.)

A. No; I don't think so.

Q. Have operations at Caribou ever been interrupted by reason of a labor dispute?

Trial Examiner Hekton: Do you understand the question?

The Witness: No, I do not understand the question.

(Thereupon the last question was read.)

A. Not while I was working.

Q. There might have been one when the camp was shut down at the end of the season; is that what you mean?

A. No; but in the summer after I was closed down.

Q. Will you state that again, please?

A. Not while I was operating; it was after I had closed down on account of the weather conditions.

Q. When was this? A. June. [139]

(Testimony of F. D. Robinson.)

Q. When?

A. That I had any trouble with labor?

Q. Yes.

A. It was along—it was in July after I had started to operate.

Q. 1939? A. Yes.

Q. Did it affect logging operations; I mean were logging operations interrupted? A. Yes.

Q. Were shipments interrupted?

A. Yes.

Q. For how long a time?

A. I don't know; I would say two or three weeks. [140]

Q. Mr. Robinson, you had made the usual return to the Social Security Department, had you?

A. Yes.

Q. And had Social Security taxes been paid on all employees whether by the day, month or by the scale basis? [152] A. Yes.

Q. And have you had Workmen's Compensation Insurance in force? A. Yes.

Q. And did that insurance cover all types, whether by the month, day or scale basis?

A. Yes.

Q. You have a hospital contract in force?

A. Yes.

Q. And does the hospital contract cover all types of workers whether paid by the day, month or scale? A. Yes. [153]

Q. Are the paydays for all the workers the same? A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. Incidentally, in 1939, when were your pay-days?

A. I think on the 20th and on the 10th.

Q. You had a regular payday on the 10th of each month? A. Yes.

Q. And a draw-day on the 20th, is that correct?

A. The 20th or the 25th; I don't know which.

Q. Does it refresh your recollection that the 25th was draw-day?

A. Yes, I think so. [154]

Trial Examiner Hekton: When was the blacksmith shop completed?

A. I think in 1939 or 1938; I don't know; I think 1939. [155]

Q. That is the only construction which has been done up there since the main camp was built?

A. Yes; I think that is so.

Q. Who owns the blacksmith shop?

A. The Long Lake Lumber Company. [156]

Q. Mr. Robinson, who operates the cookhouse?

A. We have had different ones; I had three different ones last summer.

Q. That is under your direction?

A. Yes.

Q. And the men's boarding place was conducted from there? A. Yes.

Q. Who orders the supplies for the cookhouse?

A. Mr. Davis does it.

Q. And who orders the supplies for the barns?

A. Mr. Davis.

(Testimony of F. D. Robinson.)

Q. About June 7, 1937, how many head of horses did you have at Caribou?

A. I would say around 15 or sixteen; somewhere around that.

Trial Examiner Hekton: Fifty or sixty, did you say?

The Witness: No; fifteen or sixteen.

Q. (Mr. Walker) Do you recall whether or not any supplies were ordered and delivered during the week of June 4, 1939?

A. No, I would not recall that.

Q. You don't remember whether there was any hay delivered? A. No.

Q. Or oats?

A. No, I would not know except from the record.

Trial Examiner Hekton: We will recess here for ten [159] minutes.

(Thereupon at this time a short recess was taken, after which proceedings were resumed as follows:)

Trial Examiner Hekton: Go ahead, gentlemen.

Q. (Mr. Walker) About how long would three truckloads of hay last the number of head of horses you had in the camp at that time, in the first week of June?

A. I am not sure; I don't know how many horses we had in the first days of June.

Q. Sixteen head.

A. I am not sure whether it was sixteen head. We took some out and we brought some in.

(Testimony of F. D. Robinson.)

Trial Examiner Hekton: If you had had sixteen head of horses how long would it last?

The Witness: It depends on what truck would haul it; sometimes you haul one ton, sometimes two, and sometimes three. I would not know whether it was a ton of hay went up at the time, one ton, or whether it was three ton.

Q. (Mr. Walker) How long would three ton of hay last sixteen horses?

A. A team of horses eats about 50 pounds a day.

Q. Did the crew work on June 4th, Sunday?

A. I think some of them worked; I am not sure whether all worked; some worked; it was immaterial; if they wanted to work, they did.

Q. Not a full crew? [160] A. No.

Q. Did they work on June the 3rd, the preceding date, the full crew?

A. I don't know whether they worked that day or not; I will have to check up on it.

Q. Do you know Leon Wise? A. Yes.

Q. How long did he work for you?

A. About three years.

Q. Was he an employee of yours on June 5, 1939?

A. I think he had been hauling. I think he was hauling for me; I don't know whether he was hauling at that time or not; he was hauling all of the other.

Q. How long had he been in your employ?

A. A few days, I think; he hauled a few loads in May.

(Testimony of F. D. Robinson.)

Q. But he had worked two seasons preceding the 1939 season?

A. Yes, sir; he started in 1938; but did not do much in 1938.

Q. He had worked for you a part of the season in 1938? A. Yes.

Q. Did he work for you in the 1937 season?

A. Yes, I think he did; I am not sure, but I think he worked some in 1937. [161]

Q. Did you have a talk with Mr. Leon Wise on the morning of June 5, 1939?

A. I don't know, I may have talked with him; there was so many I talked with, I would not remember some of them.

Q. Do you recall engaging Mr. Wise in a conversation in your office and Mr. A. R. Davis also being present on the morning of June 5, 1939?

A. I may have talked with them.

Q. You don't remember whether you talked with them or not? A. No.

Q. Do you remember what was said?

A. No, I don't remember anything of it.

Q. Do you remember the morning of June 7, 1939, on work ceasing?

A. It was raining that morning.

Trial Examiner Hekton: Do you remember work ceasing on that morning?

The Witness: Yes.

Q. (Mr. Walker) On the evening of June 6, 1939, you met with a group of your employees, did you? A. Yes.

(Testimony of F. D. Robinson.)

Q. What time was that?

A. It may have been about 6:00 o'clock. [164]

Q. It was sometime after supper had been served, was it? A. I think so; I think it was.

Q. Who were those employees you met with?

A. They were in the office there: Amon Garvin, Boyd Stevens, Clyde Smith, Gregg Moore, and Leon Wise and Mr. Johnson.

Q. Was that Mr. Herbert Johnson?

A. I think that is the name he goes by.

Q. At that time did they tell you that they were a committee which had just been elected at the meeting?

A. Mr. Johnson came into the office and Mr. Johnson started to talk and said, "This is a committee of the C. I. O. this camp is organized 100%."

Q. When had you first met Mr. Johnson?

A. I think that was the first time.

Q. During the course of that meeting—

A. It was in my office.

Q. You hadn't met him at any time prior to that?

A. I don't remember meeting him.

Q. Who introduced you to Mr. Johnson?

A. I think Mr. Wise.

Q. Where did that introduction take place?

A. It was at some place in the camp, I don't remember where it was, but I think it was in the office, as I remember.

Q. Did you agree to meet with the Committee?

(Testimony of F. D. Robinson.)

A. No.

Q. That was a long time ago and I want you to think back and be sure your memory is clear on that.

A. Yes, my memory is clear.

Q. Now, had you consented to allow the Union meeting to be held in the camp?

A. Yes.

Q. When did you give that consent?

A. As soon as they came up there, as soon as Mr. Johnson came up I allowed them to hold the meeting. I didn't know what it was about at first; and then I found out and told them to go ahead and have the meeting.

Q. Where were you when you consented with Mr. Johnson that the Union meeting could be held?

A. I don't know where it was; in the camp; I know I was in camp, I know that.

Q. When the Committee called upon you they told you they had been elected at a Union meeting?

A. Mr. Johnson told me; yes, sir.

Q. And that was the first time you had met Mr. Johnson?

A. I think it was the first time I met him.

Q. And you had consented that the Union could hold a meeting out there?

A. Yes, sir.

Q. You gave your consent to Mr. Johnson? [166]

A. Yes, sir.

Q. The Union meeting had already been held, hadn't it?

A. I am not sure whether I gave Mr. Johnson or one of the men my consent to hold it. I think I told Mr. Wise they could hold the meeting.

(Testimony of F. D. Robinson.)

Q. Where were you when you gave that consent to Mr. Wise?

A. I don't know where I was in camp; I was in camp, I don't know where,—whether the cook-house or barn or office, or where,—out in the woods, I don't know just where I was at the time I did it.

Q. When did you give this consent to Mr. Wise with respect to the time that the meeting was held?

A. Just before the meeting.

Q. Was anyone with Mr. Wise at the time you gave the consent?

A. I could not answer that because I don't know.

Q. So it was Mr. Wise you gave the consent to, now you think, and not Mr. Johnson?

A. Yes, I think I met Mr. Johnson at the same time with Mr. Wise,—or just after that time; about that time; and I think Mr. Wise introduced me to him.

Q. This was before the meeting?

A. Yes, sir.

Q. You met Mr. Johnson before the meeting was held? A. Yes, just before the meeting.

Q. Who introduced you to Mr. Johnson did you say? [167]

A. Mr. Wise, I think; I am not sure but I think it was Mr. Wise who introduced me to him.

Q. And that was the time that they asked you for your consent to hold the Union meeting?

A. Just before the meeting.

Q. And at that time you did give your consent?

(Testimony of F. D. Robinson.)

A. Yes.

Q. Was there any conversation passed between you and Mr. Johnson at the time you were introduced to him?

A. I don't remember any conversation at that time.

Q. I want you to think back again and refresh your memory so you will be sure about it.

A. Mr. Johnson told me he was with the C.I.O. and wanted to hold the meeting and I told them to go ahead, that they could go ahead and hold the meeting, when I found out what it was for; I didn't know what it was about before, but when they told me, I told them to go ahead and hold the meeting.

Q. Is that all that was said?

A. I think that is all that was said.

Mr. Hunt: Have you answered the question?

The Witness: Yes.

Q. (Mr. Walker) Was there anything else passed between you and Mr. Johnson at that time?

A. No. [168]

Mr. Hunt: This is objected to; he has answered the question three times. It is repetitious.

Trial Examiner Hexton: I think he can answer again.

The Witness: No.

Q. (Mr. Walker) Was there anything further said between you and Mr. Johnson other than you have related?

A. Not to my knowledge.

Q. You cannot remember anything further?

(Testimony of F. D. Robinson.)

A. No.

Q. You are sure of that? A. Yes.

Q. Your memory is clear as to that?

A. Yes.

Q. At the time, didn't you advise Mr. Wise and Mr. Johnson that Mr. Brown, Jr., would be there?

A. No.

Q. You are sure of that? A. Yes.

Q. Did Mr. Brown, Jr., meet the Committee with you? A. No.

Q. Did he later arrive?

A. I think he came into the camp afterward at night sometime.

Q. About when?

A. I don't know, I think it was after the meeting. [169]

Q. How long after the meeting?

A. I don't know.

Q. Had it just broken up?

A. I don't know; I know it was after.

Q. What was said between you and Mr. Brown, Jr. on his arrival, if anything?

A. I just said, "Hello;" that is all I remember.

Q. That is all you did say?

A. I think that is all I said.

Q. Does it refresh your memory that on Mr. Brown's arrival you said to him, "Where the hell have you been?"

A. I don't remember that; I might have said it.

Q. You told Mr. Brown, Jr. what had transpired at the meeting, did you? A. Yes.

(Testimony of F. D. Robinson.)

Q. And did Mr. Brown, Jr. comment on the meeting?

A. No, he never had anything to say.

Q. You told him what had transpired at the meeting?

A. I told him in my office what had transpired.

Q. And when you told him, he did not engage in any conversation with you about what had transpired at the meeting? A. No.

Q. Did he comment at all on the fact that the camp had been organized? A. No. [170]

Q. Not a thing was said between you and Mr. Brown about Union matters whatsoever?

A. No.

Q. Did you and Mr. Brown, Jr. then consult with Mr. Brown, Sr.? A. No.

Q. Did Mr. Brown, Jr. talk with Mr. Brown, Sr.?

A. Not that I know of; that I would not know.

Q. Where is your telephone?

A. In the office.

Q. Where did you talk with Mr. Brown, Jr.?

A. Well, I don't know just where I was, whether in my office, in my place or just where we were.

Q. Now, at this conference with you, the group of employees asked you whether or not you would recognize the Committee, didn't they?

A. I don't think Mr. Johnson mentioned that at all.

Q. The Committee asked you to rehire Mr.

(Testimony of F. D. Robinson.)

Gregg Moore, Mr. Ralph Peterson, Mr. Ed Early, who had been laid off that morning—the morning of June 6, did they? A. Yes.

Q. And you agreed that they would be given employment?

A. They were never fired; they were just laid off because the jammer had broken down and there was nothing for them to do. The jammer was put in the shop and there was no work for them to do until we started the camp, when they were laid [171] off; I didn't say anything at all; I told them when we got restarted we would put them back to work.

Q. That is what you told the Committee?

A. Yes. [172]

Q. Your recollection is that the Committee said nothing whatsoever about the re-hiring of the cedar makers who had been in your employ? [173]

A. Well, these men were all laid off before; there was some I put back to work as soon as the camp opened; but I could not put them back until I reopened the camp.

Mr. Walker: Read the last question.

(Thereupon the last question referred to was read.)

The Witness: No.

Q. (Mr. Walker) The Committee discussed also, did they, the matter of rehiring the men who had been on the payroll previously before any new men were hired who had never been in your employ before; is that correct? A. Yes.

(Testimony of F. D. Robinson.)

Q. And did you agree to that? A. No.

Q. What did you say in that regard?

A. I said I thought I would hire any men I needed in the camp; any man who came into the camp, I would hire him if I needed him.

Q. Anything else? A. That is all.

Q. Did the Committee say anything to you after that statement by you?

A. I don't think so; not to me.

Q. The Committee also asked that the bunk-houses be supplied with blankets and swept clean, or something like that? A. Yes, sir. [174]

Q. And did you agree to that?

A. No, I think I told them that they were swept and that I had a bull-cook who took care of that.

Trial Examiner Hekton: What is that?

Q. You told them you already had a bull-cook who took care of that? A. Yes, sir.

Q. Did the Committee also ask you that the showers be connected up?

A. Yes, and I said yes, and that I would connect them up and I would connect them up—that I would connect up with the stove; they were frozen up and I could not open them up and I had to order parts to get them to work; and that was what I was waiting for, for parts to fix up the showers.

Q. You agreed that the showers would be fixed?

A. I didn't agree to it but I said I was waiting for parts in order to fix it up; the parts had been ordered before and they were to be fixed up when the parts came.

(Testimony of F. D. Robinson.)

Q. Did the Committee also ask that clean inner blankets be had?

A. Yes; I remember that and I told Mr. Johnson that if anyone wanted clean blankets, if the blankets were soiled in two weeks or before that, all that they had to do was to go to the office and get clean ones. [175]

Q. You agreed that that should be done?

A. If the men wanted to go to the office and get them they could have clean blankets; that we were changing them every two weeks, but that every time they wanted a clean blanket they could get it.

Q. Is that the duty of the bull-cook?

A. No; but the men generally go and get them; it was customary for a man when he wanted a clean blanket, he would go and get it, if he had a soiled one; and the bull-cook used to give them a clean blanket every two weeks and take the dirty one.

Q. Prior to June 6, 1939, had the bull-cook who was then in your employ followed that practice with regularity in changing them?

A. I had put the man in there a little bit ahead of the time we were getting organized and everything was frozen up and we could not get things in and out.

Trial Examiner Hekton: The answer would be it had not been the bull-cook's practice. I don't want to put anything in your mind. Mr. Reporter, will you read the question.

(Thereupon the last question referred to was read.)

(Testimony of F. D. Robinson.)

The Witness: Yes.

Q. (Mr. Walker) He had? A. Yes.

Q. The next thing the Committee asked was that the roof of [176] the bunkhouses be repaired, is that correct?

A. I don't remember whether they asked me anything about the bunkhouses or not. The bunkhouses which were leaking were all in good shape. I had a small crew at the bunkhouse with room for 150 men; I had 40 or 50 men at the time, or perhaps 60.

Q. Was there any discussion between the Committee and yourself about the repair of the bunkhouse roofs?

A. I think Mr. Johnson said something about putting paper on one of the bunkhouses.

Q. What did you say?

A. I said there was plenty of bunkhouse room in the bunkhouses without repairing some that we did not need.

Q. Were there some of the bunkhouses not in repair?

A. I think there were some where the snow wasn't shoveled off; I am not sure whether there were any leaking or not.

Q. Did you agree that the bunkhouse roofs should be and would be repaired?

A. I don't know whether I did or not.

Q. What was your answer to the suggestion of the repair of the bunkhouse roofs?

A. I told them there was plenty of bunkhouse

(Testimony of F. D. Robinson.)

room; if any of the roofs leaked, there was plenty of room in the bunkhouses for the crew I had, and the rest of the bunkhouses would be repaired later. [177]

Q. Was that all? A. I think so.

Q. Did the Committee also ask that the electric light plant be fixed?

A. There was nothing mentioned about the electric light plant.

Q. Nothing at all? A. No.

Q. It was in a state of proper operation?

A. I am not sure; I think it was.

Q. Connected up? A. I think so.

Q. And running?

A. I don't know whether it was running at the time or not.

Q. Would the lights burn when they were turned on? A. I think so.

Q. There was absolutely no discussion between you and the Committee about the electric light plant; is that correct?

A. No, I don't think there was any.

Q. Was there any discussion between you and the Committee other than that which you had as you state gone through? A. No.

Q. After Mr. Brown, Jr. arrived that evening, Mr. Johnson joined you two at the office, didn't he?

A. I think so; I think we talked with Mr. Johnson. [178]

Q. Did the three of you have a discussion then?

A. Yes, we were talking.

(Testimony of F. D. Robinson.)

Q. What was it about?

A. I don't remember just what was said.

Q. Do you recall any particular of what was said?

A. Mr. Johnson asked me what I was going to do and I told him that at any time they wished to show me that my camp was organized, that I would recognize it. [179]

Q. Now about what time was it that you had this discussion with Mr. Johnson and Mr. Brown, Jr. being present? [180]

A. It was after the meeting, the meeting in my place.

Q. Probably about seven o'clock or so?

A. I think somewhere about that time.

Q. During the course of the discussion, Mr. Brown, Jr. received a telephone call, didn't he?

A. I would not know.

Q. Why wouldn't you know?

A. Because I had to leave and that was all there was to it; and Mr. Johnson and I left there.

Q. You mean that no one called Mr. Brown, Jr. out of the council?

A. Someone hollered from the office; whether they were talking to Mr. Brown, Jr. or not, I don't know; I don't know what they were doing.

Q. What did they holler?

A. I don't know what they hollered; they hollered for Jimmie and that is all they hollered.

Q. And Mr. Brown, Jr. got up and left the conference?
A. Yes.

(Testimony of F. D. Robinson.)

Q. Where did he go? A. I don't know.

Q. Where was Mr. Davis during the time of this conference with you and Mr. Johnson?

A. I don't know whether Mr. Davis was in the office or where he was. I think he was in the camp at the time. [181]

Q. Was Mr. Davis the one who hollered for Mr. Brown, Jr.?

A. I would not know; there is always someone hollering up there; I don't know whether it was Mr. Davis or whether one of the men.

Q. Did Mr. Brown, Jr. rejoin the discussion then? A. I think he did.

Q. Did he say where he had been? A. No.

Q. Did he make any reference to having answered a telephone call? A. No.

Q. Did he state whether or not he had had a conversation with his father? A. No.

Q. After rejoining you and Mr. Johnson, did Mr. Brown, Jr. announce that the operations would close down; did he? A. No.

Q. Is your memory clear as to that?

A. Absolutely.

Q. You are certain that Mr. Brown, Jr. didn't make such an announcement? A. Yes.

Q. After he came back and rejoined the conference? A. Yes.

Q. When did you first learn that there was to be a meeting [182] on the night of June 6th?

A. About thirty minutes before or half an hour before.

(Testimony of F. D. Robinson.)

Q. Some time before supper?

A. I think it was just before they had their meeting.

Q. Probably about 4:30?

A. It may have been 4:30 or 5:00 o'clock.

Q. When the men were coming in from work?

A. About that time.

Q. Where did you learn that or from whom?

A. From Mr. Wise.

Q. Mr. Wise talked to you and that was the first time you learned that there was to be a Union meeting that night? A. Yes.

Q. Did you learn what time the meeting was to be held? A. No.

Q. Did you learn what type of meeting that was or who was convening it?

A. I didn't know whether it was the C.I.O. or the A. F. of L. or what kind of meeting it was at that time.

Q. When you learned the meeting was to be held, you communicated that to Mr. Brown, Jr., didn't you? A. No.

Q. What did you learn was to be the nature of the meeting? A. I didn't know.

Trial Examiner Hekton: Is this a convenient place to [183] suspend?

Mr. Walker: I think so. [184]

F. D. ROBINSON

resumed the stand and testified as follows:

Direct Examination (Continued)

Q. (Mr. Walker) Mr. Robinson, do you recall Mr. Brown, Jr. yesterday morning stating that the operator engaged in 1939 on [185] Section 11, or Baldy Mountain, was Mr. Damon Smith?

A. Yes.

Q. From whom did Mr. Damon Smith receive his check? A. From me.

Q. Who was the bull-cook who was in your employ prior to June 7, 1939?

A. Mr. Hendrickson.

Mr. Hunt: What is the name again?

The Witness: Hendrickson.

Q. The first thing on Wednesday morning, June the 7th, you announced that the operations were closing down, did you? A. Yes, sir.

Q. And the operations did close down?

A. Yes, sir.

Q. You paid the men off? A. Yes, sir.

Q. And you directed the men to vacate their bunks, didn't you? A. Yes, sir.

Q. Directed the men to gather in the rigging and the tools? A. Yes, sir.

Q. And shortly after this the Union declared a strike, didn't it?

A. Not to my knowledge until the middle of the month, or two or three weeks later. [186]

Q. Or sometime toward the end of June?

A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. While the strike was on you announced to all the workers they were fired, did you?

A. No.

Q. Do you remember talking to some of the strikers around the town by the Caribou school-house, at which time you told them that they were all discharged and if they wanted to go to work to apply to the National Employment Office?

Mr. Hunt: Can we fix the date—the time and place and who was present when this conversation took place. I am asking counsel to fix the time when the alleged conversation took place, and where it took place, so we can identify it.

Trial Examiner Hekton: Do so.

Q. (Mr. Walker) While the strike was on, men were hired who had not worked at Caribou before June in 1939, is that correct? A. Yes.

Q. Did you consult with Mr. Brown, Sr. about hiring any of these men? A. No.

Q. Did you discuss the resuming of Caribou operations with Mr. Brown, Sr.? A. No.

Q. After June 7th, the next crew which resumed work was [187] about July the 11th, is that correct?

A. I think it was about somewhere around that time.

Q. The strike was still on at that time?

A. Yes.

Q. After the strike was declared—did the strikers set up a picket line? A. Yes.

Q. The crews that resumed work about July the

(Testimony of F. D. Robinson.)

11th were escorted through the picket line, were they? A. No, not all of them.

Q. What do you mean by that?

A. I went through it.

Q. I beg your pardon?

A. I went through that line.

Q. You went through with that crew?

A. Yes.

Q. Do you recall that while the strike was on that Mr. Ratt, the sheriff, at the picket line asked the men how many of them were members of the C.I.O.? A. No, I don't remember that.

Q. How did Mr. Ratt happen to come out to the picket line?

A. I asked him to come out.

Q. Did anyone go out with him in addition to yourself?

A. I don't know whether Mr. Thurlow did.

Trial Examiner Hekton: Who is Mr. Thurlow? [188]

The Witness: He is a deputy under Mr. Ratt.

Q. (Mr. Walker) Do you know Allen Asher?

A. Yes.

Q. What position did he hold in the month of July, 1939?

A. He is a prosecutor, I believe.

Q. And all three of those were out there with you?

A. I don't remember whether Mr. Asher was there or not; I remember Mr. Ratt, he was; he was

(Testimony of F. D. Robinson.)

the one I talked to and there were so many there I didn't pay any attention to them.

Q. You remember Mr. Thurlow and Mr. Ratt being there? A. Yes.

Q. What had you been doing which brought about the occasion of Mr. Thurlow and Mr. Ratt coming out there?

A. It was because they were blocking the road and stopping my men from going through, and piling stuff in the road so I could not get through with my trucks, and shoving the men off the road and accosting the men.

Q. This all happened on this particular day prior to the time that Mr. Thurlow and Mr. Ratt came out there? A. Yes, sir.

Trial Examiner Hekton: Is that the answer, yes?

The Witness: Yes, sir.

Q. And before Mr. Ratt and Mr. Thurlow came out there, you were attempting to get the newly recruited crew through the picket line, is that correct? [189]

A. Yes.

Q. Now, when Mr. Ratt and Mr. Thurlow came out there, did they talk to the men who were with you and who were not on the picket line?

A. There wasn't very many men with me; there was just a few and he talked to the men on the picket line and told them to keep the road open.

Q. Do you recall who some of the men were who were with you?

(Testimony of F. D. Robinson.)

A. I don't know who was with me.

Q. Do you know Mr. Chaney?

A. Fred Chaney was there. I don't know whether he was going up; he had been working before.

Q. You don't know whether he was with you on your way up to camp or not? A. No.

Q. Do you remember Harley Chaney?

A. Yes, he was there with his truck.

Q. He was on his way up? A. Yes.

Q. Do you know Cecil Chaney? A. Yes.

Q. Was he there with you?

A. I don't know whether Cecil was there or not.

Q. Did Mr. Ratt or Mr. Thurlow on this day there by the [190] picket line in your presence talk with either of the two Chaney's, Cecil Chaney or Fred Chaney? A. I don't know.

Q. In your presence?

A. I don't remember him talking to them.

Q. Does it refresh your memory that upon arriving there at the picket line Mr. Ratt asked Mr. Fred Chaney and Mr. Harley Chaney and the other group, or the remainder of the group which was with you, whether or not they were members of the C.I.O.?

A. I don't remember that being asked.

Q. Do you know a man named Skeel?

A. I don't know; he may have been working for me, I don't remember all their names.

(Testimony of F. D. Robinson.)

Trial Examiner Hekton: The question is, do you know him?

The Witness: No.

Q. (Mr. Walker): Do you remember on this particular day at the picket line in your presence that Mr. Ratt turned to the group which was with you and asked them to hold up their hands and say "We are C.I.O. members." A. No.

Q. On this particular day, in the presence of Mr. Ratt and yourself, did Mr. Wise and Mr. Johnson offer to hold an election there in the road at that time to determine whether or not the assembled group held membership in the C.I.O.? [191]

A. I don't remember.

Q. At that time, in the presence of Mr. Ratt and Mr. Thurslow, did you state, "I am not recognizing the C.I.O." A. I did not.

Q. You remember that? A. Yes.

Q. That you did not do that? A. Yes.

Q. Your memory is clear as to that?

A. Yes, sir.

Q. You are sure? A. Yes.

Q. Do you recall on this day, at that particular place, Mr. Johnson and Mr. Wise, in the presence of Mr. Ratt and Mr. Thurlow, offered to produce the membership cards?

A. What is the question?

(Thereupon the last question was read.)

A. No.

Q. Was Mr. Thurlow and Mr. Wise—Mr. Thur-

(Testimony of F. D. Robinson.)

low and Mr. Ratt present during the time you were there at the picket line with your crew?

A. On this particular day?

Q. On this particular day, yes.

A. No, I don't remember that—whether or not.

Q. Were Mr. Ratt and Mr. Thurlow there at the picket line [192] during all the time until your newly recruited crew got through the picket line?

A. They never went through.

Q. Were Mr. Thurlow and Mr. Ratt there at the picket line all the time and did the newly recruited crew stay there until they left?

A. I could not answer that; I think I left before they did, I don't remember.

Q. How long were you there?

A. About an hour.

Q. What did transpire during the course of that hour?

A. I don't remember that, but I know that Mr. Ratt left, just as soon as they left; and the next day—

Trial Examiner Hekton: What happened?

The Witness: I don't remember just what happened.

Trial Examiner Hekton: What do you remember about it?

The Witness: Just what I have told you here.

Q. (Mr. Walker): You remember definitely you did not refuse to recognize the C.I.O.?

A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. What discussion took place which brought about the occasion of you not recognizing or your refusing to recognize the C.I.O.?

A. I think Mr. Johnson asked me if I would recognize the C.I.O. and I said "yes," anytime they showed me they had a [193] majority.

Q. What prompted Mr. Johnson to ask that question of you?

A. I don't know; he just asked it.

Q. He just proceeded to ask you the question, or had you had a discussion with Mr. Johnson?

A. I had spoken about keeping the road open so I could get the men through, and any of the men who wanted to get on the trucks, so they could go to work.

Q. Is that all you discussed with Mr. Johnson?

A. I think that is all I told him.

Q. When you said to Mr. Johnson that you would recognize the C.I.O. anytime they could prove it to you, did he thereupon offer to produce the cards?

A. No, not at this time.

Q. What did he state when you made that reply?

A. He just said they would not let us through unless I recognized the C.I.O. and I said——

Q. (Interrupting): Is that all he said?

A. Yes; and I said anytime he showed me that the C.I.O. had a majority, I would recognize them.

Q. Do you recall during the course of this hour on this particular day walking up and down the road by the bridge and stating that you would never recognize the C.I.O.?

A. No.

(Testimony of F. D. Robinson.)

Q. Following July the 11th, the next crew to resume work [194] was on July the 14th, wasn't it?

A. I think something like that, the 14th. [195]

Q. How long prior to July the 14th did you make the first request for the State Patrolmen?

A. I don't remember just how long before; it was after the first trouble.

Q. After July 11th? A. Yes.

Q. It was sometime between July 11th and July 14th? A. Yes, sir.

Q. Now, was there anyone else in attendance at the picket line on July 14th assisting you and your crew to go through the picket line other than the four State Patrolmen? A. No.

Q. You are sure of that? A. Yes.

Q. And you don't want to change your testimony about that in any respect?

A. No, I think that is all right.

Q. Now, during the strike, did the union continue seeking exclusive recognition?

A. I think so.

Q. Did the committee meet with you?

A. Yes. [209]

Q. When was the first meeting after the strike?

A. I don't know just what date it was.

Trial Examiner Hekton: When was the strike?

The Witness: I don't know that; I didn't know there was a strike until two weeks after I closed the camp, about the middle, or the 14th was the time when I knew there was a strike there.

(Testimony of F. D. Robinson.)

Trial Examiner Hekton: About how long after July 14th?

The Witness: Shortly afterwards.

Trial Examiner Hekton: Two days?

The Witness: Two or three days, I have the date.

Q. (Mr. Walker): There was a series of meetings, about four or five days, at the time, wasn't there? A. Yes, I think so.

Q. A meeting each day for a period of about five days?

A. I think so. They met in Mr. Hunt's office, and they met in my office.

Q. At the first meeting, there was a basis for the discussion for the settling of the dispute, was there? A. Yes.

Q. There was a settlement or agreement that the union withdraw the charges? A. Yes.

Q. As one of the proposals? A. Yes. [210]

Q. And the proposal contemplated a signed stipulation?

A. No, I don't think it was a signed stipulation.

Q. I don't mean that there was a stipulation which was ultimately signed, but one of the proposals was that whatever terms of settlement should be agreed upon, it should be embodied in it?

A. Yes.

Q. And one of the proposals was a provision for the reopening of the camp as soon as possible after July 5th? A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. And there was a proposal provided for that there was to be a posting of notices; was that one of them?

A. I don't remember any proposal of that kind.

Q. Did the union agree to call off the strike as one of the proposals?

A. Yes, provided I put these men back to work.

Q. Was one of the proposals a provision for the recognition of the union as the exclusive representative for collective bargaining, upon proving that the union represented a majority of the workers?

A. Yes.

Q. There was a form of written stipulation embodying this provision presented to you, was there?

A. I think there was; I am not sure.

Q. Was such a written stipulation presented to you? [211]

A. I think so.

Q. It was never signed, was it? A. No.

Q. Did someone sit in these meetings with you representing you? A. Mr. Hunt was there.

Q. Mr. Hunt was advising you? A. Yes.

Q. And he advised against signing the proposed written stipulation?

A. I don't think there was any written stipulation agreed upon.

Mr. Walker: That is correct.

Mr. Hunt: There was one other thing in here: I would like to have it stated as to the time and place where it says that I advised him as to the signing of such a stipulation. I want the time and

(Testimony of F. D. Robinson.)

place to be fixed. We had meetings, many a conference, and I ask Mr. Walker to fix the time when I advised him not to sign such a stipulation.

Q. (Mr. Walker, continuing): When was the first meeting with this committee?

A. I don't recall the date.

Q. On how many days did meetings with the committee continue?

A. I think we met three or four times during the period; three or four times. [212]

Q. Mr. Robinson, this is a 1939 calendar, and I will call your attention to the month of June: does it refresh your memory that you met with the committee on June 26, June 27, June 28, June 29?

A. It may be so; I don't remember just the dates on that.

Q. Now, the next proposal was to check the union cards against the June 5th payroll, was it?

A. Yes, sir.

Q. Did you agree to that? A. Yes, sir.

Q. It was provided if as a result of the checking of the cards and the union proved a majority, it would obtain exclusive recognition as the bargaining agency? A. Yes, sir.

Q. Did you agree to that? A. Yes, sir.

Q. Was a form of agreement drawn and presented?

A. Well, now, I don't think so.

Q. You do not recall a form of agreement being drawn and presented, which embodied a provision that if, as a result of the checking, the Union should

(Testimony of F. D. Robinson.)

have a majority, they would be the collective bargaining agency?

A. No, I don't remember that.

Q. Do you recall whether or not there was any provision defining who should be eligible as workers as of June 6th? [213]

Mr. Hunt: May I ask that the time be fixed, as we had many conferences at the time? I understand this line of questioning is on a different conference.

Mr. Walker: That is correct.

Mr. Hunt: If you will give the time, I will appreciate it. You are inquiring what took place at the conferences. Counsel knows what conferences he is speaking of.

Trial Examiner Hekton: Counsel has exhausted the witnesses's recollection as to dates; he is anxious to have them, and I would like to have them. The dates should be tied to the conferences.

Mr. Hunt: The date should be tied to the conferences in Mr. Robinson's office, and in my office.

Q. (Mr. Walker, continuing): Where was the first conference held?

A. I think in Mr. Hunt's office.

Trial Examiner Hekton: In Mr. Hunt's office?

The Witness: Yes.

Q. (Mr. Walker, continuing): Where was the second conference held?

(Testimony of F. D. Robinson.)

A. I think it was in Mr. Hunt's office.

Q. And where was the third conference held?

A. I don't know whether it was in my office; I think it was in Mr. Hunt's office.

Q. What is your recollection?

A. I think it was in Mr. Hunt's office. [214]

Q. Did you have a fourth conference?

A. I don't know; we had so many of them—I don't know whether three or four; I remember three, distinctly.

Q. And your recollection is that all three conferences, which you can now recall, were held in Mr. Hunt's office?

A. Yes. Please read the question.

(Last question read.)

Trial Examiner Hekton: Read it again.

(Question again read.)

A. No.

Q. Was there a proposal for a certified listing of those who were working as of June 6, 1939?

A. Some of those men went back to work.

Q. Was there a suggestion that either you or Mr. Davis prepare and produce a certified listing of employes who appeared on the June 6th payroll?

A. Yes.

Q. And was there a provision that the Union had to abide by the result of the auditing and should refrain from picketing and other forms of economic action?

A. Yes, sir.

(Testimony of F. D. Robinson.)

Q. And was there any other provision there, that upon its being proven it had a majority as the result of the audit, that the union should become the exclusive bargaining agency? A. Yes. [215]

Q. Did you agree to those proposals?

A. Yes.

Q. Was a document drawn up and presented embodying those proposals?

A. I don't think so.

Q. You did not sign the document which embodied any of those proposals? A. No.

Q. In the absence of entering into a written signed instrument, was any alternative proposal suggested for outlining those proposals?

A. Yes.

Q. That was a proposal or a suggestion that the proposals be embodied in a letter and letters exchanged between the parties; was that the idea?

A. No, I don't think that is it.

Q. Was there, during the course of those negotiations, a proposal that in lieu of a written document, the terms of the agreement be set out in a letter and letters exchanged between yourselves and the Union? A. No.

Q. Do you recall whether or not you ever received a letter from the Union embodying the terms which were orally discussed at this meeting?

A. I don't think so; I don't remember whether I did or not. [216]

Q. Did you ever prepare a letter which embodied the terms of that which you had orally agreed upon?

(Testimony of F. D. Robinson.)

A. No.

Mr. Walker: Please mark this as Board's exhibit 3 for identification; a letter of June 27, 1939, signed "Herbert Johnson".

(Whereupon, the document hereinabove referred to was marked as Board's Exhibit No. 3 for identification.)

Q. (Mr. Walker, continuing): Mr. Robinson, I hand you what is marked Board's exhibit No. 3 for identification, and ask you if you ever received a copy of the instrument marked Board's exhibit No. 3 for identification?

A. Yes, we had that agreement, but I don't remember receiving the letter. We talked that all over, but I do not remember whether I got the letter, or whether it is just in the office. It was agreed upon; most all of that was talked of.

Q. During this conference in Judge Hunt's office, the points which are set out in what is marked as Board's exhibit No. 3 for identification,—those items marked 1 to 5 were orally agreed upon by the parties? A. Yes, sir.

Q. You say that you don't recall whether you received a copy of what is marked as Board's Exhibit No. 3 for identification, or whether it was received in the office or by Judge Hunt?

A. Just a minute, until I read this over (taking letter from [217] counsel).

Mr. Walker: All right.

A. Yes.

(Testimony of F. D. Robinson.)

Q. During this conference in Mr. Hunt's office, did the parties agree that the items orally agreed upon would be set out in letters and exchanged between the parties?

A. I don't remember whether it was agreed upon to be sent out in letters, or whether it was just an agreement.

Mr. Walker: Please mark this Board's exhibit No. 4 for identification; a letter dated Sandpoint, Idaho, June 27, 1939.

(Whereupon the document hereinabove referred to was marked as Board's exhibit No. 4 for identification.)

Q. (Mr. Walker, continuing): I hand you what is marked Board's exhibit No. 4 for identification, and ask you if that is your signature at the bottom of that letter? A. Yes.

Q. Mr. Robinson, was a copy of what has been marked as Board's exhibit No. 4 for identification served on the Union or on the representatives of the Union?

(Witness reads letter tendered by counsel as Exhibit No. 4 for identification.)

Trial Examiner Hekton: Have you read it?

The Witness: I don't think there was any sent out.

Trial Examiner Hekton: Read the question.

[217-A]

(Question read.)

The Witness: Not to my knowledge.

(Testimony of F. D. Robinson.)

(Whereupon, at this time, a short recess was taken, after which proceedings were resumed as follows:)

Q. (Mr. Walker, continuing): Did Mr. Johnson ever produce union cards for the purpose of checking?

A. Yes, in Mr. Hunt's office, he produced the cards, but would not let Mr. Hunt check them as to whether they had a majority or did not.

Q. Did he give a reason?

A. No. He picked up the cards that were being checked, without their being checked properly; he just picked them up.

Q. At that time, was there anything said which brought that about?

A. He produced the cards, and Mr. Hunt proceeded to check them, and remarked that they showed a man's name twice, and a card which showed a man did not pay his dues; and Mr. Johnson picked them up and put them in his pocket.

Q. Had Mr. Hunt made any request relative to the checking of the cards which brought about this reaction from Mr. Johnson? A. No.

Q. Did you produce a listing of the June 6 employes? A. I think I did, yes.

Q. Did Mr. Hunt ask to take the cards?

A. He had them on his desk, and was making a check against the [218] list of names on the payroll.

Q. Did Mr. Hunt say anything about taking

(Testimony of F. D. Robinson.)

the cards so he could check them with Mr. Davis against the payroll, and that he would reissue a receipt to Mr. Johnson?

A. They were checking them right there before Mr. Johnson.

Trial Examiner Hekton: Did Mr. Hunt say that?

The Witness: Not to me, no; not to my knowledge.

Q. (Mr. Walker, continuing): Did Mr. Hunt ask to make a list of the names on the cards?

A. I think he wanted to check them against the payroll and take a list of names on the cards.

Q. Did the Union agree to that?

A. I think that is when Mr. Johnson picked them up and put them in his pocket. I think the reason was that Mr. Hunt started to check and found one man had two cards in there, and that was the reason he wanted to list them as he went on, to my knowledge.

Q. I don't know whether you answered this or not. Did the Union agree with Mr. Hunt that he could make a list of the names on the cards?

A. No.

Q. Now, the next proposal was an election to be held upon agreed terms, was it? A. Yes.

Q. And the terms were that the camp should be open on [219] July 5, 1939, or as soon thereafter as possible, and that all the men would be re-employed whose names appeared on the June

(Testimony of F. D. Robinson.)

5th, 1939 payroll, before any new men were employed? A. Yes, I think that was so.

Q. That in the interim, between the time of the meeting and the election, no work should be done by anybody before July 5th except road repairs and machinery repairs ?

A. There wasn't anything done in that time.

Q. Was that one of the terms?

A. I don't think that was ever mentioned.

Q. Was there as one of the terms, that from the result of the election, if the Union won, they would obtain the exclusive bargaining agency, collective bargaining agency for all of the employes?

A. Yes.

Q. There was also the matter of the date when the election was to be held?

A. Well, we were in my office and we had a meeting there, and it was supposed to be put to a vote, put it up for a vote and let them vote on it as soon as I opened the camp; and it was all agreed upon, and I was to write a letter to Seattle to the Labor Board and put it to the vote; and I think on the 7th or 8th of July,—and it was all agreed upon,—and Mr. Hunt went back and Mr. Roll went back and fixed up this agreement later, in the office; and a few minutes after, Mr. Johnson came in and called [220] Mr. Roll out and they went out to the car and Mr. Johnson came back in a short while and said there would not be any election held in the camp unless the men voted the day after that,—on the 8th of July.

(Testimony of F. D. Robinson.)

Q. Who is Mr. Roll? An examiner for the Labor Board? A. Yes, sir.

Q. Did you walk over to Judge Hunt's office?

A. No, I stayed in my office.

Q. You stayed in your office? A. Yes, sir.

Q. How did you learn what happened in Mr. Hunt's office?

A. I came over later; I was in the office at the time, but I came in there later.

Q. Will you explain that again, please?

A. I was in there when Mr. Johnson was in there, and when Mr. Johnson went out of Mr. Hunt's office, I went over there.

Trial Examiner Hekton: Then you came over there?

The Witness: I was there when Mr. Johnson came in into Mr. Hunt's office, and when Mr. Johnson came in and Mr. Roll went out with him.

Q. (Mr. Walker): One of the matters to be determined was the date on which the election was to be held?

A. I think the 7th or 8th; when I got the men all back to work.

Q. And one of the matters was the time at which the polls were to be open, is that correct?

[221]

A. I think so, yes.

Q. One of the matters was the places at which the polls would be available to the voters?

A. I think one was in town, and one was in the camp; in case there was some of the men hadn't

(Testimony of F. D. Robinson.)

gone back to work, it was to be held downtown; also in the camp. They were going to hold it both places.

Q. Prior to the time the meeting left your office,—prior to the time the meeting broke up at your office when you were discussing a probable date for the election, was the union's position that it wanted an election as soon as possible?

A. Yes.

Q. It was your suggestion that the election be not held until after the reopening of the camp after July 5, 1939?

A. Yes, sir; because lots of the men had gone home, and after I had opened the camp, I would call them all in, and they would all be there for the election.

Q. It was finally agreed upon that the election would be held on July 6th?

A. I think that was the date.

Q. And then the Union withdrew?

A. Yes, I think so.

Q. Was there any proposal that the committee meet with you, without either Mr. Johnson or Mr. Hunt being present?

A. Yes. I met Mr. Johnson in my office. [222]

Q. Did the committee agree to that?

A. I think so.

Q. Did the committee ever call upon you in the absence of Mr. Hunt or Mr. Johnson?

A. No, I don't think so, only this one particular

(Testimony of F. D. Robinson.)

meeting in my office, when we met without Mr. Johnson, in my office.

Q. Then they did meet with you without Mr. Hunt or Mr. Johnson? A. Yes, sir.

Q. After that, did you learn whether or not the Union Committee subsequently did agree to hold election on July 6th?

A. It was agreed upon by Mr. Johnson.

Q. And the Union withdrew from that arrangement? A. Yes.

Q. After the withdrawal, did you ever learn whether or not the Union Committee subsequently or after they had determined on the revocation of their withdrawal, that it did agree to hold the election on July 6th?

A. I don't think they did; not to my knowledge.

Q. After the union had withdrawn from the arrangement to hold the meeting on July 6th, did you and Mr. Hunt ever talk over whether or not there was any possibility of again holding an election?

A. Yes, I think so.

Q. When? [223]

A. I don't remember the date. We had so many meetings, I could not say.

Q. Did you and Mr. Hunt ever discuss whether or not at any time after July 6th would be agreeable?

A. Yes, we were agreeable to any time. They wanted to have an election after that. We were willing to meet them.

Q. Did you learn whether or not at any time

(Testimony of F. D. Robinson.)

after the union had withdrawn from its agreement to hold the election on July 6th, they subsequently changed their mind, and did agree to hold the election on July 6th?

A. No, I don't think so.

Q. Was a storage pond built on Buried Creek in 1939?

A. I think it is Colburn Creek; I don't know whether it is Buried Creek or Colburn Creek; there was a storage tank built.

Q. When did the construction of that dam begin? A. I don't remember just the date.

Q. When was it first determined to construct the dam?

Mr. Hunt (Interrupting): May I ask a question?

Trial Examiner Hekton: Yes.

Mr. Hunt: Did you build that dam?

The Witness: Yes.

Q. (Mr. Walker): Prior to the time of the construction beginning on this pond, you had determined to build a pond, had you?

A. Prior to that? [224]

Q. Before the construction began?

A. Yes, sir.

Q. When did you determine to build the pond with respect to the time when construction work began?

A. I think it was in July or August; August or September; I don't remember which; I would have to refer to the records to get some of those dates.

Q. At the time of the construction of the dam

(Testimony of F. D. Robinson.)

being proposed, did you discuss the construction of the dam with Mr. Brown, Sr. at any time?

A. Yes, sir.

Q. Who determined its location?

A. The Long Lake Lumber Company.

Q. Was the location discussed with Mr. Brown, Sr. at any time?

A. The only thing they asked me was if I would build it for the Long Lake Lumber Company.

Q. Who determined when the construction was to start?

A. Mr. Brown.

Q. Who determined the type of dam to construct?

A. Mr. Brown.

Q. Who laid out the site?

A. Now, I don't know who laid the site out; I could not tell you that.

Q. It was not you? [225]

A. No.

Q. Who supervised the construction?

A. I did.

Q. Anybody else?

A. I had Mr. Breen helping me.

Q. And who directed the men in their work?

A. Why, Mr. Breen, when I wasn't there.

Q. When you were there, you did?

A. Yes, sir.

Q. Who engaged the men to work on the dam?

A. I did.

Q. Anyone else?

A. No.

Q. Now, after the dam was finally completed, was there any further construction at the pondsite?

Mr. Potts: I object to any further inquiries in

(Testimony of F. D. Robinson.)

this matter. There is no connection whatever with the controversy involved in this case. It is entirely separate and distinct, an arrangement which has no connection, and is not shown to have any connection with the Caribou Logging operations over which the trouble arose; and I don't think he will contend it has.

Mr. Walker: Let me ask a few questions relative to that objection.

Q. (Mr. Walker, continuing): Did you store logs in that pond? A. Yes. [226]

Q. Where did the logs come from?

A. The Caribou Basin.

Mr. Potts: That would not change the situation any. May I ask a question or two?

Trial Examiner Hekton: With counsel's permission.

Mr. Walker: I am agreeable.

Mr. Potts: This examination has been directed to the construction of a dam at Colburn Creek?

The Witness: Yes, sir.

Mr. Potts: When was that constructed, or commenced?

The Witness: In August or September, I think.

Mr. Potts: Of what year?

The Witness: 1939.

Mr. Potts: August or September, 1939?

The Witness: Yes, sir.

Mr. Potts: Did the Long Lake Lumber Company enter into some arrangement with you for the construction of that dam?

(Testimony of F. D. Robinson.)

The Witness: Yes, sir.

Mr. Potts: What was that arrangement?

The Witness: I was supposed to build the dam, and they were supposed to reimburse me, pay me so much for my equipment and for my labor so much.

Mr. Potts: And the purpose was to create a storage basin for holding logs?

The Witness: Yes, sir; for holding logs. [227]

Mr. Potts: And it was designed to be used to hold logs purchased from other operations contemplated by the Long Lake Lumber Company?

The Witness: Yes.

Mr. Potts: And the Winton Lumber Company?

The Witness: Yes, sir.

Mr. Potts: And it was entirely separate and distinct from your contract covering the Humbird Lumber operation,—the Caribou Logging operation, wasn't it?

The Witness: Yes, sir.

Mr. Walker: That is objected to on the ground it is going beyond the announced purpose of counsel's inquiry.

Mr. Potts: I don't think it is. We want to show it was an entirely independent matter and had nothing to do with the Caribou Basin controversy and this was a separate contract that Mr. Robinson had, to create a storage basin to handle logs from other operations,—logs produced by the Long Lake Lumber Company and logs produced in territory they had, and logs of the Winton Logging Company.

(Testimony of F. D. Robinson.)

Trial Examiner Hekton: And also logs produced in the Caribou Basin.

Mr. Potts: And also logs produced in the Caribou Basin, but it had nothing to do with the logging production or operation involved in this proceeding; it is an entirely different and separate and definite matter. [228]

Trial Examiner Hekton: I don't know; because I have not heard yet the end of the inquiry. Supposing we note your objection and on his failure to connect it up with the proper inquiry here, it will be stricken?

Mr. Potts: Very well, I will make that objection to all this testimony, as irrelevant, that is to the construction at the Colburn Creek storage basin. It is irrelevant and immaterial and has no connection with the controversy involved in this proceeding, or the logging operations conducted by Mr. Robinson, out of which this controversy arose, and I ask that the objection go to all the testimony sought to be elicited in this connection, and then to have the privilege of moving to strike out the entire testimony, if it is proven it is irrelevant.

Trial Examiner Hekton: That is what I intend to do with it.

Q. (Mr. Walker, continuing) In your arrangement with the Long Lake Logging Company, you are paid so much a thousand for logs on board cars, is that correct? A. Yes, sir.

Q. With truck landings built at the damsite?

(Testimony of F. D. Robinson.)

A. Yes, sir.

Q. How many were built?

A. Oh, I would say 10 or 15.

Q. Who selected the sites for the truck landings?
A. I did. [229]

Q. Who directed the construction of the landings?
A. I did.

Q. Anyone else? A. No.

Q. Who directed the men in the construction of the landings?

A. Mr. Breen was there when I wasn't there, and I told him to,—or gave him instructions to do certain things, and he would tell the men.

Q. After the dam was completed, did it go out?

A. Yes, sir.

Q. When that happened, did you discuss the matter with Mr. Brown, Sr.? A. Yes, sir.

Q. And he directed that the affected parts be reconstructed? A. Reconstructed.

Q. And it was reconstructed? A. Yes, sir.

Q. Have you ever entered into an agreement with the employes relating to the hours of employment, wages and working conditions?

A. Yes, I think that I have talked with them lots of times about it.

Q. I don't think you understood the question. Please read the question.

(Last question read.)

A. No. [230]

Q. Has any labor organization other than Lo-

(Testimony of F. D. Robinson.)

cal 119 of the IWA, commonly called the CIO, requested to bargain for the Caribou crew?

A. No.

Q. Where did you say that you first learned that the Caribou Camp was being organized?

A. I didn't know it until this meeting.

Q. And after learning about it, did you talk to anyone on that subject? A. No.

Q. When you first learned that the camp was being organized, you contacted Mr. Brown, Sr., didn't you? A. No.

Q. On the day of June 5th, did you talk to Mr. Brown, Sr. on your discovery of the organizational work? A. No.

Q. Did you talk to Mr. Brown, Sr. until that day, at all? A. Not to my knowledge on that.

Q. Did this matter of organizational work come to you as a surprise at that time? A. Yes.

Q. Prior to that, you had had no knowledge of organizational work whatsoever? A. No.

Q. But that left a distinct impression upon you, that surprise, [231] did it? A. Yes, sir.

Q. On the day of June the 5th, did you talk to any officer of the Long Lake Lumber Company about the matter of your discovery of the organizational work? A. No.

Q. Did you talk to any officer of the Long Lake Lumber Company on June 5th about anything?

A. I don't remember talking to any of them. There wasn't any of them in camp.

Q. In camp?

(Testimony of F. D. Robinson.)

A. I talked on the line of this labor movement.

Q. Will you refer to the calendar to refresh your memory? A. Yes.

Q. Was Mr. Brown, Jr. in camp that day?

A. He was in that night, yes; I am not sure whether it was that night or not; I don't know whether he was there both days, or on the 6th; he was there two or three times during that week and I don't recall. He was there the night the trouble came up, I know.

Q. Did you have a telephone conversation with any of the officers of the Long Lake Lumber Company on Monday, June the 6th, 1939?

Mr. Potts: Monday was not June the 6th.

Mr. Walker: I am sorry; June 5th. [232]

A. No, I don't remember; I might have called and talked to them; I called in once in a while about the weather, or whether they were going to get logs; that is the main thing. I think as to the weather, that it was raining, and I might have talked to him.

Q. You mean to Mr. Brown, Sr.?

A. Yes, if I called; but I don't remember calling that day.

Q. If you had called that day, would it have been to the Spokane office?

A. Yes, sir; I think so.

Q. That is your usual practice?

A. Yes, sir.

Q. You would not have occasion to call Mr.

(Testimony of F. D. Robinson.)

Brown away from any other place than at the Spokane office? A. No.

Q. If Mr. Brown would be away from the Spokane office, would he leave word with you where he would be?

A. Yes, lots of times; lots of times he would be at Hayden Lake; his home is there in the summertime.

Q. Do you recall whether you talked to Mr. Brown, Sr. at Hayden Lake on Monday, June 5, 1939?

A. I don't remember whether I called him there or not. I called him there several times at that place; I don't know that I called him that particular day, whether or not.

Q. Did you have a telephone conversation with Mr. Brown, Sr. [233] on Sunday, June 4, 1939?

A. I don't think so; I don't believe so; I might have.

Q. Did you have any telephone conversation with Mr. Brown, Sr. on Tuesday, June 6th, 1939?

A. I would not remember the dates.

Q. Will you refer to the calendar?

A. That would not do me any good on this. I don't remember. I might have, for I was calling all the time, here and there, but I don't remember whether I called on June 6th, the 5th or the 8th; I don't remember the dates when I was calling; I might have talked to him on those dates.

Q. At none of those times at which you could have contacted with him did the subject matter

(Testimony of F. D. Robinson.)

concerning the union or organizational work come up? A. No.

Q. And that is true as to any difficulties on Tuesday, June 6th, 1939, whether it was before or when you learned that organizational work was in existence at the camp, or whether it was after you learned that that happened?

A. I don't know whether I called in that day. If I did, I would not know.

Q. At least, you have no recollection of having talked with Mr. Brown, Sr. on the evening of the 6th of June, 1939, after having learned there was an organization in existence at the camp?

A. No. [234]

Q. Who were the four or five who remained on your payroll straight through from May until October?

(Witness pauses for some time.)

Q. There was yourself? A. Yes, sir.

Q. And Mr. Davis?

A. You mean on the payroll?

Q. Yes.

A. I wasn't on the payroll. There was Davis, and Critchel and Al Hendrickson. [240]

Q. And Vic Norman?

A. I think he was on; I don't know whether there is any more or not.

Q. Mr. Davis is your timekeeper?

A. Yes.

Q. And Mr. Critchel your mechanic?

(Testimony of F. D. Robinson.)

A. Yes, sir.

Q. And Al Hendrickson is the bull cook?

A. The bull cook.

Q. What does Victor Norman do?

A. He was a kind of roustabout; he did a little bit of everything around there, helping the mechanic, or anything which he was available for; he simply did odd jobs that I had around there for him to do.

Q. And there was Jack Bopp?

A. Yes, I think it was.

Q. And he is the assistant timekeeper?

A. You have that better than I have; I had forgotten him.

Q. Mr. Bopp and Mr. Davis are paid by the month? A. Yes, sir.

Q. Both of them? A. Yes, sir.

Q. And Mr. Critchel was paid by the month?

A. No.

Q. Do I understand you to say that you could not haul logs on June 5th? [241]

A. Yes.

Q. Were any logs hauled on June 5?

A. No, I don't think so, unless there may have been some on the main road; there might have been one place where they were right on the main road; they might have hauled a few loads; they were gypoing. That was the only place there was a chance to get out at all.

Q. Were any logs hauled from Mr. Jim Morrow's camp on June 5th?

(Testimony of F. D. Robinson.)

A. He may have had one or two loads; I don't know whether he did.

Q. You stated, Mr. Robinson, that on July 6th you could not go back to work because the men would not let you, and it was raining pretty hard. Which was the cause?

A. I think it was on account of the rain.

Q. That was the only reason?

A. I think it was; June 6th, when I hired these men. Was it? I had them hired before, I think, on June 6th.

Trial Examiner Hekton: Are you talking about June or July?

The Witness: June.

(Last question read.)

Mr. Hunt: The question was July.

The Witness: The men would not go back to work on June 6th.

Trial Examiner Hekton: July.

Mr. Hunt: July. [242]

A. July 6th; I have gotten myself mixed up.

Q. (Mr. Walker) That is the reason work was not resumed on July 6th?

A. I think that was the reason.

Q. That is the only one?

A. And then the weather; it was raining, and it would not let us haul; the truck drivers could not haul.

Q. Which was it?

A. It was the rain, mostly.

Mr. Walker: That is all.

(Witness excused.)

LEON M. WISE,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (Mr. Walker) Your name is Leon Wise?

A. Yes.

Q. Where do you reside?

A. Pack River.

Q. What is your occupation?

A. Logger.

Q. Where have you done logging?

A. How many years, or where?

Q. Where?

A. I logged at Caribou Basin for Frank Robinson. [243]

Q. In the fall of 1938, you did resume your employment there at Caribou, did you?

A. Yes, I did.

Q. And were driving truck again?

A. Yes.

Q. And after you resumed work at Caribou, that fall, did you see James Brown, Jr. around there? A. Yes.

Q. Did you have any talk with him?

A. Yes.

Q. Was there any time when you had any trouble with your truck on the road that fall?

A. Yes, there was one time we were up at Clyde Smith's [247] jammer.

Q. What happened?

(Testimony of Leon M. Wise.)

Trial Examiner Hekton: What happened out there?

A. There were not any turnarounds in the road; it was a long ways back for that jammer, and I attempted to turn around where there wasn't any turnaround, and backed over a log and I wasn't feeling so good about it. Jimmie came up, and they had a team up there, trying to get me out.

Q. When you say "Jimmie", whom do you mean?

A. I mean James Brown, Jr.; and I told him what I thought of having no turnaround, and Jimmie said, "I will see they come up here and put in some turnarounds in this particular stretch of the road." [248]

Q. Do you know Kenneth Critchel?

A. Yes, sir.

Q. Did you have a conversation with him in the fall of 1938?

A. Yes, quite a few.

Q. And at any of the times was Mr. Brown, Sr. present?

A. I would not say that he was present while I was talking to Critchel,—well, he saw Critchel was doing some work on the truck for me down there when Mr. Brown, Sr. and Mr. Robinson came down, and I was talking to Critchel at the time he was working for me, when Mr. Brown, Sr. engaged him in conversation.

Q. What was the conversation?

A. I was more interested in the truck than

(Testimony of Leon M. Wise.)

in the conversation and in getting it out of there. I do not know that I can recall it word for word; but he asked Mr. Critchel if he could build a jammer that could work 8 hours without breaking [250] down. As I recollect, Mr. Critchel said he could, and started to go into details about where he knew he could pick up a second-hand motor and stuff like that. And Mr. Brown told him,—he said, “We don’t want any more of that second-hand junk around here. We want a real outfit,” or words to that effect.

Q. Did Mr. Critchel say anything to him then?

A. He said if they gave him something to work with, he could build the stuff.

Q. Did Mr. Brown, Sr. then continue the conversation?

A. I don’t remember any more of the conversation; they were down there quite a while.

Q. Did Mr. Robinson take part in that conversation?

A. I never heard him say a word.

Q. During the 1939 season, was any new jammers put into operation in that camp?

A. Yes.

Q. And what kind were they?

A. The one at the camp the last year that I was ever there was the first which was brought there that year; that was early in 1939, and that was a caterpillar, a gas caterpillar, double drum winch; and later the next new one I saw was an “Alpheus Sperry” truck from Spokane unloaded

(Testimony of Leon M. Wise.)

at the bridge and it was a caterpillar; I believe it was a 40.

Q. The one with the double drum winch, which was delivered [251] earlier in the season,—was anything done to it after it was delivered at the camp? A. Yes, sir.

Q. And Mr. Critchel was building the boom and the rigging for it? A. Yes.

Q. He built the boom and rigging to this cat?

A. Yes.

Q. When did you last work in the 1938 season?

A. I don't recall just when; the camp shut down; I believe it was somewhere around possibly, maybe, a few days along in November. I hauled the last of the equipment out of there which came out that year.

Q. How did you happen to do that?

A. Mr. Robinson asked me if I would haul this coming December down to Sandpoint; they were always bringing them in to repair and overhaul.

Q. Prior to the time when you did the hauling, had you seen Mr. Brown, Jr. around the camp?

A. Yes.

Q. You had?

A. Yes, I saw Mr. Brown just before the camp shut down.

Q. Where did you see him at that time?

A. I was coming down with a load of logs and met him down about three or four miles below camp; not that far,—it was [252] two miles below

(Testimony of Leon M. Wise.)

camp, and he stopped and talked with me a minute.

Q. Did you have a conversation with him?

A. Yes.

Q. What was it?

A. It was raining, and stormy at the time, and James told me it would be the last load to come up; he was shutting the camp down and it would not operate the next day; and it did not.

Q. Did the camp shut down the next day?

A. Yes.

Q. When did you start to work in '39, do you recall?

A. It was along the latter part of May.

Q. And what work did you do in '39?

A. I was hauling logs.

Q. Did you do any hauling in the 1939 season?

A. Yes.

Q. When was the last day you worked in the 1939 season?

A. I believe it was the third of June. I may have worked on Sunday, the 4th, but I don't recollect; but it was the third,—the third or fourth of June. I could get the time from home.

Q. Do you remember the incident of the camp closing in 1939? A. Yes.

Q. Are you a member of any Labor Council?

A. Yes.

Q. What? [253] A. Local 119, IWA.

Q. Had you ever attended any meeting of that Council prior to the camp being closed down?

(Testimony of Leon M. Wise.)

A. Yes, sir.

Q. When was that meeting with respect to the time the camp closed?

A. We held the meeting one evening, and the camp closed the next day, the next morning.

Q. Were you at the camp at any time on June 5th?

A. Yes.

Q. What time did you go to the camp that day?

A. I got up there about 7 o'clock, about time to go to work.

Q. Did you see anybody when you got there?

A. Yes.

Q. Who?

A. I saw Mr. Robinson; Gregg Moore and his crew were around there; Emery Hunt, Neil Mardis; quite a crew was around there.

Q. How did you happen to see Emery Hunt and Neil Mardis?

A. I was talking to them then, and had been for quite a little while; they were going out sawing that morning.

Q. Did they go to sawing?

A. Yes, sir.

Q. Did they come with anyone?

A. Yes.

Q. Who? [254]

A. Frank Robinson took them in his pick-up.

Q. Did you see Mr. Robinson after he was there, or had been there with Mr. Morris and Hunt?

A. Yes.

Q. After he had come back from where he had

(Testimony of Leon M. Wise.)

been with Mr. Hunt and the other, what happened?

A. As he left, I asked him about logs, and he said, "I don't know yet exactly where the jammer is working. I want to get these saws started over there. I will be back in just a few minutes, and I will find out where you can haul today." He came back with his pick-up, got out of the pick-up, never stopped, and went on into the office; and he was in the office about five minutes, then walked to the door and called me in.

Q. About what time of day was this?

A. I imagine at that time, it was about 8 o'clock in the morning.

Q. Did you go into the office?

A. Yes, sir.

Q. Who was in there?

A. Frank Robinson and Mr. Davis.

Q. Did you have a conversation with them?

A. Yes.

Q. What was it?

A. Well, when I went in, Frank turned around to lock the door.

Q. He did what?

A. He turned around and locked the door, and put the key in [255] his pocket, and said, "Wise, I understand you are organizing for the CIO in this camp, and I understand you passed out four or five cards to men in this camp. Now," he said, "if you have, I want to fire you and every damned man you

(Testimony of Leon M. Wise.)

gave a card to. And if there is another fellow working with you here, I want to get him, too."

"Well," I told him, "I am a paid organizer, but I am not organizing in your camp," and I hadn't been; but I said, "If the fact that I have signed a card is going to get me fired, you might as well fire them all, because, as far as I know, the camp is organized 100 per cent."

And he didn't take that very well. He said, "Well, I will just shut the camp down; that is all there is to it." I tried to argue with him; he was pretty mad, and I explained to him, it hadn't got anybody hurt yet, or anything like that, and I figured it would come out all right, and he gave me quite a lecture as to what a sucker I was, and said that after J. L. Lewis got a couple of more millions, why, I would find out.

Q. Was that the lecture?

A. That was part of it, and Mr. Davis came in with something about some logging employes on the Coast where they had joined up and they shut down and were out of work and always would be as far as that particular operation was concerned, 2500 men; and Mr. Robinson gave some illustration down on the,—on some River where the "Wobblies" had struck and they were [256] asking a couple of dollars a day more, and they didn't know what they were striking for, and they finally broke them and they came back for a dollar a day less.

Q. Was there anything further?

A. Yes, there was quite a conversation. I was

(Testimony of Leon M. Wise.)

in there quite a while. I asked Frank, I told him, if he hadn't always set himself up as being a fair, square man, and he said, "yes", that he was always fair and square. And I asked him, would he think it was fair and square to shut the camp down where the men organized and never made a demand on him yet.

"The demands," he said, "will come later, and I cannot operate with that kind of organization at all." And we were arguing about that, and he said, finally, he would not shut the camp down, that they would monkey along, and he didn't care so long as they took out 10,000 feet a day.

Q. Did you ask him who the other fellow was?

A. Yes.

Q. Did you find out?

A. No; they said they knew who he was, out on the job, and they would get him when he came in.

Q. Had you been signing up workers at the Caribou prior to this time?

A. Not in the camp.

Q. Had you been signing some of the men up who worked at Caribou?

A. Yes, I had signed a few. [257]

Q. Prior to this date? A. Yes.

Q. Now, what did you do the next day?

A. The next day? I arranged the whole meeting to organize that camp the next night—for that evening.

Q. Did you make those arrangements?

A. Yes.

(Testimony of Leon M. Wise.)

Q. Who did you make them with?

A. Herbert Johnson.

Q. Did you do any hauling on June 6th, do you recall?

A. No; and the last thing, when I left the office, I asked Mr. Robinson if I was fired, and he said "No; come back in the morning," and I came back the next morning to see if I could haul that day; that was June 6th.

Q. Then what happened while you were there?

A. While I was there; that was when he fired that jammer crew.

Q. Who were they?

A. It was Gregg Moore, Ted Early, Ralph Peterson, and Bill Henry. That was what decided me to make arrangements with Johnson and organize the camp at once.

Q. After you had conferred with Mr. Johnson, what did you do?

A. I went back to the camp and told the men I knew would be on all the different operations that day, there would be a meeting called in camp that evening. [258]

Q. And about what time of day was this, when you were making the notifications?

A. I believe it was about ten o'clock in the morning.

Q. And did you talk to some of the employes?

A. Yes, sir.

Q. You told them that, did you?

A. Yes, sir.

(Testimony of Leon M. Wise.)

Q. During that time, did you see Mr. Robinson?

A. Yes.

Q. Where was that?

A. He was coming down the hill, as I was going up. I was talking with Joe Debrobec when Mr. Robinson came down.

Q. After this time, when you were in camp in the morning, did you go back later in the day to the camp? A. Yes.

Q. When was that?

A. It was along, I imagine, about five o'clock in the evening.

Q. Was there anyone with you? A. Yes.

Q. Who?

A. I went out with Harry Forger.

Q. Anyone else? A. No.

Q. When you arrived there, did you see anyone?

A. When I arrived there, there wasn't anyone in sight. [259]

Q. What did you do then?

A. I went on down and around to the first bunk house, the lower bunk house, and quite a bunch of men were congregated in there.

Q. Then what?

A. I sat down and talked with these fellows, and they kept on coming in, and it was getting to be almost meeting time so I started to walk around and make the other bunk houses, and just as I walked out of this bunk house and started down to the other bunk houses, Mr. Robinson drove up in

(Testimony of Leon M. Wise.)

his car and stopped in front of his house, and stopped my going into this bunk house, and when I went in, there was no one in there but Samuel Horder, some man building a fire, and I had got no more than speaking to Horder, when Mr. Robinson came in.

Q. And then what?

A. He said, "Boys, I understand you are holding a meeting in this camp. There will be no God damned meeting held in this camp tonight, or any other time." He said, "This is my camp, it belongs to me, and I own it. I want you to get out and get off of it."

I said, "Then you want to go on record as telling me to get out of this camp?" He said, "Yes, I do." He said, "Why don't you hire a union hall somewhere? This is no union hall. Why do you want to pick on me; why don't you organize with Mr. Johnson at the Diamond?" I could not get a word in edge- [260] wise, so I shut up; and Frank walked out and walked back over and stood by his car, and I walked over to where he was and tried to cool him off. I told him that he was making it worse for himself; everytime he got mad and blew up, he was putting his foot in it; that he saw how things were turning out, and he should not do so much hollering until he was hurt. Here the men stayed in camp who had no home. He seemed to be very much provoked because his permission was not asked for the holding of the meeting. I apologized for that, for not asking his permission, and said I supposed

(Testimony of Leon M. Wise.)

it should have been done, but that it was an oversight. I apologized for that, and he said, "Go ahead and hold your meeting", and I told him that "Mr. Johnson or our organizer will be here in a few minutes, and will you talk to him?" And he said, "Yes." I figured that maybe Frank figured on getting into his car and going downtown, and wanted to talk to him, and I said, "We figured on holding the meeting and electing a committee to settle a few grievances; will you wait until the meeting is over and talk to us?" And he said, "Yes, I will wait on you and talk to you."

Q. Was there anything said between you and Mr. Robinson at that time, or between Mr. Robinson and Mr. Johnson?

A. Mr. Johnson hadn't arrived. He arrived about that time, and Gregg Moore and Mr. Johnson, I believe, drove up. I called to Mr. Johnson and Gregg went on, and I suggested that [261] Mr. Robinson and Mr. Johnson shake hands, and I and Mr. Johnson explained what we were going to do; that we were going to hold a meeting and we would like to have him meet the committee after the meeting, and asked Frank would he be there, and Mr. Robinson said "Yes, I will be here and talk to the committee; and Mr. James Brown, Jr. will also be here and talk to you."

Mr. Johnson said, "Who is that?" I guess it was the first time he had ever heard of James Brown, Jr. Frank said,—I forget James' title; he said, "His father owns all this stuff here," naming his

(Testimony of Leon M. Wise.)

title; and Mr. Johnson said, "That will be fine. We will be glad to talk to him." And I elaborated a little more on who James Brown was, and told Mr. Johnson.

Q. Was the meeting held then? A. Yes.

Q. And what was done at the meeting?

A. Well, we elected the committee to represent the men.

Q. And who were the individuals who were elected on the committee?

A. Gregg Moore, Clyde Smith, Boyd Stevens, myself, and Harry Courser.

Q. What did the committee do then?

A. We drew up our demands, everyone decided it was what they wanted, and it was all satisfactory with Mr. Johnson, and the committee called on Mr. Robinson with Mr. Johnson in the office. [262]

Q. What was said by the committee to Mr. Robinson? What first took place?

A. Mr. Johnson asked Mr. Robinson if he recognized these men as a committee of the IWA, Local 119, this committee representing the majority in his camp, and Mr. Robinson said, "Well, what else can I do? They are all there."

Q. Then what?

A. Then Mr. Johnson presented these demands which we had drawn up down there.

Q. What were they?

A. If I can remember in the order they came, I believe I know the first was the reinstatement of the jammer crew.

(Testimony of Leon M. Wise.)

Q. What was said in that regard?

A. There was some argument about that, Mr. Robinson claiming that they had not been fired, or laid off at all; that they were repairing the jammer; and we finally got down to where it was stated it would be a little better than two or three days when they would be back, Mr. Robinson agreeing finally to that point.

I believe the second point was added which was for the rehiring of all the men who had been on the payroll the year before, before any new men were hired.

Q. What was said in that regard?

A. There was a little argument there which, by the way it read, as a man's turn came, we wanted him back on, regardless. As Mr. Robinson explained it, he said maybe a man who was next in line was a jammer operator, and he would not agree to handle [263] brush. Well, it was finally fixed so if a man was capable and cared to take the next job in line, or wait until such suitable work came up for him.

Q. What was it that you were speaking about when you said "by the way it read"; what were you referring to?

A. The way this was written down, the way that Mr. Johnson read it off. It stated there was no argument about it, the men would be put back and would be rehired, as they had been the year before in rotation as their turn came before new men were hired.

(Testimony of Leon M. Wise.)

Q. In other words, demands which the committee agreed to present to Mr. Robinson had been reduced to writing, or the notes concerning them, or something like that? A. Yes, sir.

Q. Go ahead.

A. There wasn't any argument on that, I recall that. Mr. Robinson appealed to Greg Moore to bear him out in that, and Mr. Greg Moore said he figured it was all right. He did not agree he would pile brush if the jammer was coming up in a day or two; but if a man was capable of doing the work, he would not expect him to put somebody on who didn't know how to do the operation.

It was finally settled, and we all agreed to that.

Q. What was next discussed?

A. I believe the next was the rehiring of all cedarmakers. [264]

Q. What was said in that regard?

A. Well, we had quite an argument about that.

Q. What was it?

A. The demand we made was about the rehiring of cedarmakers; and Mr. Robinson went on to explain where some of these fellows he hired for that particular job,—it is a kind of a job by itself,—a cedarmaker and a logger,—there is somewhat of a distinction between them,—between the cedarmaker and the logger. That is the way Mr. Robinson explained it.

Q. When you say that Mr. Robinson said that, that he hired them for that particular job, do you

(Testimony of Leon M. Wise.)

mean such men had been hired especially for cedar work?

A. Not all of them; he was just explaining why it read "re-hire all cedarmakers"; the way he explained it was there were some men who had not worked for him the year before, and he had hired them just for that express job, and that spring they had been laid off before the main camp opened up.

Q. Was anyone mentioned in that regard?

A. Yes, I believe he brought up the name of Lons Axle.

Q. What was said about him?

A. He gave him as an instance of a cedarman, and that was all he ever did for him; and when there was no cedar, he laid him off; and we boiled that down to Amon Garvin and Cliff Joseph; and after that was fully explained, it looked to me like the rehiring of all men on the last year's payroll would [265] cover them men.

As I recall it, Mr. Robinson said this: that was what he meant this morning, "Those men who made cedar for me last year, I intend to give them the job all the time. It looks like that covers their demands, too." That was all of that.

The next demand on the line-up was the hiring of local help, and Frank said, "I have always hired local help," and we got into quite an argument on that on different instances and times, and one thing and another, but we finally came to the agreement, and he told us lots of times when he needed men there might not be any local men, and we said then

(Testimony of Leon M. Wise.)

we didn't care where he got his men, so long as the men who had laid around here 7 or 8 months for a job, after they had got their job, we didn't care where he got his other men, and we agreed on that, and the rest of the stuff was brought up and all related to camp conditions. I believe the first was the demand for a bull cook, and I would say he assured us, I believe, he had cook crews then at the cookhouse, and he certainly was going to put on a bull cook, and that was all right. That is all we asked for.

And then they asked for clean bed blankets, and he told us that they had been overlooked, and it was due to the fact that he had had no bull cook; that we could tell the boys the bed blankets would be there, and they could change them in time, that it had been an oversight, and hereafter, it would be [266] taken care of, and then they asked that the shower be connected up; and then there was the same routine, they had not gotten around to it, not in the rush of opening up the camp; and the same applied to the leaky roofs, and as to the electric plant, the lights were not working, but they were going to get the lights fixed immediately.

Q. Was that the end of the committee meeting?

A. I believe,—I know, Mr. Johnson shook hands with him and told him, he said, "Mr. Robinson, you have an organized camp. We have got lots of them. We will get along fine. I am assured we will get along fine hereafter."

And Mr. Robinson said, "Yes, I think so; I hope

(Testimony of Leon M. Wise.)

so." And that kind of talk took me by surprise. I said, "Just what in hell did you jump over me for yesterday morning, if you didn't have anything against the Union, and are just as well satisfied as not?"

"Well," he said, "I was just trying to get a little information; I am trying to find out how things are going on around the camp here," and Mr. Johnson said to him, "Don't ever do it again. As far as union activities are concerned, that is none of your business. Don't question a man on his union activities again." And Frank said he didn't think it would harm anything, and he said, "Don't do it again."

Q. Is that all that occurred at the office?

A. That is all.

Q. What did you do then?

A. We went back down and made out a report to the membership. [267]

Trial Examiner Hekton: This is the same night?

The Witness: Yes; understand, the members are all still in the bunkhouse, waiting for the committee to report back after we had the meeting with Mr. Robinson.

Q. (Mr. Walker) So the committee went back to the bunk house? A. Yes, sir.

Q. Did the committee render its report to the membership?

A. We reported just exactly the way, or almost exactly the way I have told you. We had a few slight changes made in the original demands, and

(Testimony of Leon M. Wise.)

it was reported to them, and it was all right, and the meeting was dismissed.

Q. After the meeting was over, what did you do?

A. After the meeting was over, there was a messenger, I forget who he was, but he came down and Vic Norman was at the bunkhouse, requesting he come up and sign him up, and I went up to the bunkhouse; it was Sid Moody came after me, and he came and said that Vic Norman was up there. I asked why he hadn't come to the meeting, and he said he was rather backward and shy, or something; so I went up to the bunkhouse and signed him up. Harry Courser was in a hurry to go home, and I told him to go on, and I would ride on back down with Sid Moody, and Ernie Berger.

Q. Did you see Mr. Brown, Jr. at all that evening?

A. I was going to ride back down in Sid Moody's car. Ernie Berger was with me. I wanted to stay at the camp on the way [268] down, and Mr. Johnson had gone over to the cook house. I went up and got into Moody's car by the powerhouse.

Mr. Potts: The question was, did you see Mr. Brown, Jr. that evening?

A. Yes.

Mr. Potts: What occurred?

A. I got in the car by the powerhouse and Frank was standing right in front of the office, and Moody said, "I wonder if you will haul tomorrow?" I said, "I will ask him." Moody stopped exactly opposite Frank, right opposite him; just then James

(Testimony of Leon M. Wise.)

Brown, Jr. came turning up. I just had asked Frank if we should haul tomorrow, and Frank didn't even answer me.

Mr. Hunt: What hour of the day did you meet Mr. Brown?

The Witness: It was just about dusk.

Mr. Hunt: This was after the meeting?

The Witness: Yes. Frank just turned around, and James was rather agitation, and he walked up to Frank and Frank said to him, "Where in hell have you been?" And we drove on, and that is the last I heard of that conversation.

Mr. Potts: It wasn't very much after we finally got it.

Trial Examiner Hekton: Is this a good stopping place?

Q. (Mr. Walker, continuing) Was there anything else which occurred that day, on June 6th?

A. Not that I recall now. [269]

Q. Did you go to camp on June 7th?

A. No.

Q. What did you do that day?

A. I was home that morning and the men were going to town and they stopped in and quite a few of them told me what had happened at camp.

Q. Did you go to Sand Point at any time that day? A. Yes.

Q. And about when during the course of the day?

A. I came into Sand Point about ten o'clock in the morning.

(Testimony of Leon M. Wise.)

Trial Examiner Hektoen: Tell us what you did then tell Davis and Robinson.

The Witness: I am going to answer the question and I have to do it in the order, and show why I answered Jimmie Brown like I did. Frank told me in the office he was under contract for \$10,000 and when Jimmie told me they were going to take Frank to Montana, I said, "What are you going to do with Frank's contract; you cannot do with him like you do with the rest of them; if he has a contract." And Jimmie said, "He has no contract more than you have; he is just a gypo owner;" he stated he knew his set-up as a bluffer; and whatever he does as to his work, they were not responsible. I said, "You are not responsible?" He said, "No; we are not even incorporated in the State of Washington."

Q. He said what?

A. He said, "Do you realize we are not even incorporated as a company in the State of Washington."

Q. Did you say anything to that?

A. I did go on further and told him—I had forgotten part of that starting in. I said that this lockout won't affect him so far as bringing men across the State line to fill our [278] jobs; but that everyone was ready to go back to work and the strike would be automatically lifted.

Q. Did he say anything then? A. Yes.

Q. What was it?

A. I said—"do you know"— It is hard for

(Testimony of Leon M. Wise.)

me to remember back that far; to get it like it took place. I am getting a little ahead of myself.

Q. I don't care whether you tell us one, two, three, but I want to know whether you have told all the conversation.

A. No; and I cannot tell it one, two, three. I can remember most of the conversation but I cannot remember the order in which it came while this was going on. Him and I finally wound up in the Eagle Pool Hall. I believe the next thing Jimmie told me was that it was all right for you fellows to organize. "You could have got together here and formed a Union of your own and we would have helped you." And he said, "Our mill is organized, you could have got together here and formed a Union of your own and we would have helped you," and he said, "We get along fine with the men in the mill and never have any trouble and we could have got along the same here, but you fellows didn't realize the kind of organization you have joined; you could not have done any worse; even the A. F. of L. would have been better than the thing you got into;" and we had some argument on that and Jim told me, [279] he said, "Dad has spent \$6,000 on me during the past year investigating the different labor organizations and how it was affecting business, but I know we cannot operate with your kind of organization, and we will shut her down."

Q. Did he give any reason why operations could

(Testimony of Leon M. Wise.)

not continue under an organization such as he referred to? A. Yes, he did.

Q. What was it?

A. I asked him why he would shut down as long as he was getting along with us, the same as he might as if we formed our own organization here, or with the A. F. of L.; why we could not get along as well under the set-up affiliated under the C.I.O.; and Jimmie tried to tell me that I did not know what I was talking about or the kind of organization it was, words to that effect; and he said he had a lot of timbers on the ground, where they were really up against it and he retorted that if they could not gain their end that way they would burn them out.

Q. Was there anything further said during that conversation?

A. Yes, Jimmie said, "We don't have to bring men across the State line, we can get 300 men right here to go up and fill that job if we need them. And I asked him who the 300 men were and he said the men were on W.P.A. and on relief; and I said "Well, I don't hardly think you can; those men are organized." He said, "What?" I said, "Those men are [280] all organized here" and I said, "They belong to the Workers' Alliance. Did you ever hear of the Workers' Alliance?" He said, "Yes; I know they have a little organization here they belong to but it doesn't affect you fellows. Don't you know," said I, "the Workers' Alliance is affiliated with the C.I.O.?" He looked at me a few seconds and said,

(Testimony of Leon M. Wise.)

“No. I never knew that before.” And I believe I told him, “Your Dad certainly wasted \$6,000 when he paid it to you to make you a labor investigator.”

Q. Was there anything further to that conversation?

A. Yes. Jimmie said, “Well,” he said, “We are going to reopen the camp;” this is later. He said, “We are going to reopen the camp; we are going to reopen the camp and going to reopen it under a different management and on a very small scale; we are not going to take any chances at all. We don’t need this timber up here, we don’t really need it at all;” and I told him, “As far as the people in this country are concerned, they don’t care if you never take out another stick of timber. If you don’t take it out, somebody else will sometime.” And then I asked him what they were going to do with the five million feet which was down up there at that time. And jimmie said, “Three million and a half feet to be exact,” he said, “we will pay the stumpage on that and stand the cost on it as it lies, which may cost us,” I believe Jimmie told me, I believe it was \$14,000. And I [281] said, “Do you mean to tell me you would throw \$14,000 out on the street for no purpose whatever; without any reason whatever?” And he said, “Absolutely, it doesn’t mean anything to us.” And I said, “Jimmie, I believe \$14,000 would bust the Long Lake Lumber Company wide open.” That is as I recall the conversation.

Q. Have you stated everything which transpired

(Testimony of Leon M. Wise.)

between you and Mr. Brown, Jr., at this conversation?

A. I would not know. We talked quite a long while. I believe that is the main part of it.

Q. Can you recall whether anything further was said?

A. I really cannot recall anything.

Q. During the time the camp was down, did this same Committee which was elected on June 6th function thereafter?

A. It did, with a change or two in the personnel of the original Committee.

Q. Did the Committee, after June 6th, meet with Mr. Robinson at any time? A. They did.

Q. Can you recall when the Committee next met with Mr. Robinson after June 6th?

A. We had four or five meetings or possibly six.

Q. Possibly six meetings?

A. At least five with Mr. Robinson.

Q. Where were those meetings held? [282]

A. There were tow, at least two I am quite certain we held in Mr. Robinson's office, and at least three in Mr. Hunt's office.

Q. Who were the individuals who constituted this Committee?

A. That is going to be hard for me to say; I can give you some who were on from start to finish, but there would be some of the Committee who got a job somewhere else and we would put another man in his place, and he would get a job maybe some other place and we put another man in his place.

(Testimony of Leon M. Wise.)

I recollect all who did serve on the Committee, but as to the time they were on the Committee at certain meetings, I cannot recall.

Q. Will you relate who the individuals were who constituted the Committee during the period when the Committee was meeting with Mr. Robinson?

A. There was Clyde Smith, Amon Garvin, Martin Hanson, Greg Moore, "Slim" Burford.

Q. Is that A. J. Burford?

A. Yes; I never did know his first name, myself; on the original committee there was Boyd Stevens and Kirtley; I don't know his first name, I don't believe either Stevens or Kirtley were ever on any Committee when we met with Mr. Robinson downtown; Kirtley could have been on the first one but I don't remember. The purpose was to effect a settlement if it was possible. [283]

Q. Anything else?

A. Yes, there was lots of us, I don't know exactly what you mean. Our main objection was to effect a settlement.

Q. Was there any discussion on the subject matter of obtaining recognition? A. Yes.

Q. What was the proposition advanced in that regard?

A. At every meeting and all the time we tried to get a card check, a membership card check against the payroll of June 5, in any way we could get a check on almost any kind of terms.

Q. Was that proposition made by the Local to Mr. Robinson? A. It was.

(Testimony of Leon M. Wise.)

Q. And what was the reaction of Mr. Robinson to that proposal when it was first advanced?

A. It was agreed to.

Q. And were the cards ever produced?

A. Always.

Mr. Walker: (Indicating a bunch of Union membership cards): I will have copies of these substituted, but may they now be marked for identification Board's Exhibit No. 5.

Trial Examiner Hekton: They will be so marked.

(Thereupon the cards hereinabove referred to were marked Board's Exhibit No. 5 for identification.)

Q. (Mr. Walker): I hand you what is marked Board's Exhibit [284] 5 for identification and ask you what they are.

A. They are our membership cards. I imagine they are all Long Lake Lumber Company men, I don't know.

Q. Were those the cards, or cards similar to those, if not the identical ones, which were brought to Mr. Robinson or to Mr. Hunt's office?

A. Yes, they are. I have looked through here, they are the identical ones.

Q. Look through them and see if they are, so you will know now.

A. I could not be positive on all of these, I imagine they are all right, but I could not tell without a payroll check there now. There might be one in it somewhere that is not, I don't know.

(Testimony of Leon M. Wise.)

Q. Was the card check made?

A. It was started, I don't know, three or four times but it was never finished.

Q. What happened? What happened to the checking; what happened to interrupt the check?

A. We were agreed on a card check, would start in on the card check. Something would come up, and Mr. Hunt would doubt whether—I could not recall in so many words, just how he said it; but he would doubt whether some were authentic; saying that anyone could have signed them, “I could have signed anybody's name to that,” things like that.

[285]

Q. Are you relating things said by Mr. Hunt?

A. Yes.

Q. Go ahead.

A. Well, he would say, “How did they know,” that was the way he put it, “How did they know that they represented those members; I might have filled them out; maybe the men did not sign their names, or it may be were clubbed into it, and he maybe was now sorry his name was on there.” It was the same thing every time, there was no card check made.

Q. At the time the card check was first proposed and agreed upon, was there any suggestion that the agreed terms by the parties be embodied in a written instrument?

A. I won't answer that as the first proposition; I believe that was the second proposition. The first proposition was: There was no argument about a

(Testimony of Leon M. Wise.)

written instrument or anything; it was our cards against the pay-roll and we will settle it right there. It may be the third time or the next time on the card check when this came up about having it in writing and I believe that was to be referred to the Labor Board which was to supervise the card check; I am not familiar with the routine of it; that was the one on one card check.

Trial Examiner Hekton: You were going to have the card [286] check put down in writing? I am not quite sure I understand.

The Witness: No, I believe the way it was, it was to be put in writing.

Trial Examiner Hektoen: What?

The Witness: That we were holding this card check—that it was agreeable to both parties to hold this card check, and the Labor Board would make the check certification, I believe.

Trial Examiner Hektoen: That is what I wanted to know.

Q. (Mr. Walker): Was it one of the provisions to be included in the written instrument, that upon the Union proving its majority as a result of the check it thereupon became the exclusive bargaining agent for all the employees?

A. Yes, it would have to be.

Q. Was that agreed upon by the parties?

A. Yes.

Q. And was there a provision that the Union should call off its strike and forego taking any further economic action? A. Yes.

(Testimony of Leon M. Wise.)

Q. Was that agreed upon by the parties?

A. Yes.

Q. Was this written instrument ever executed?

A. No.

Q. Do you recall why?

A. I was so positive it never would be executed, I really [287] forget why it was not; I know it was not.

Q. Was there any other alternative proposal in view of an executed written instrument?

A. On the card checking?

Q. Yes. A. I don't recall it.

Q. I hand you what is marked Board's Exhibit 3 for identification and ask you if you know what that instrument is.

A. Yes, I certainly do.

Q. What brought about the drawing of that instrument marked Board's Exhibit 3 for identification? A. You have me confused on that.

Q. Why was the letter written?

A. I thought we were talking about the first time or two we talked over the card check. We finally, I believe, toward the last got down to this: Where they would not sign a stipulation, as I remember, Mr. Hunt said, Mr. Robinson would not sign anything, he would not sign any stipulation and Mr. Roll suggested then that both parties write a letter to this Mr. Eaton embodying the same terms which would have been in the stipulation; and at that time he told all of us just what would be put

(Testimony of Leon M. Wise.)

in this letter and I helped draw that one letter up which you have just showed me.

Q. That is Board's Exhibit 3 for identification?

A. Yes, sir. That is exactly as we agreed to write our [288] letter, as I understood it. Mr. Robinson was supposed to write a letter identically the same as ours to the Regional Director, I believe it is.

Q. In view of the execution of the written instrument, was it agreed between the parties that the terms of the orally agreed upon arrangement would be embodied in the letter, which letter should be, or which letters should be exchanged by the parties?

A. Yes, that is just what I have been trying to say.

Q. Was a copy of Board's Exhibit 3 for identification ever delivered to Mr. Robinson or Mr. Hunt, do you know? A. Yes.

Q. And did the Local Committee ever receive a copy of what is marked Board's Exhibit No. 4 for identification? A. Yes.

Q. Look at it.

A. I know what it is. I remember when we got it.

Q. Was the card check ever completed?

A. No, we refused to accept that letter, we could not accept that; we acted in good faith and meant what we said and wrote the letter just as Mr. Roll suggested we write it, word for word as Mr. Hunt had agreed to do; he agreed to do the same thing.

Q. Where was this suggestion made?

(Testimony of Leon M. Wise.)

A. Where? [289]

Q. Yes; where?

A. It was made at that meeting.

Q. Now, right there was a subsequent proposition offered instead of determining or showing the majority by a card check? A. Yes.

Q. What was the next suggestion?

A. When this fell through an election was proposed.

Q. And was one of the suggestions at the conference at which the election was discussed, the camp would reopen as soon as possible after July 5th, 1939? A. Yes, sir.

Q. And was it agreed at this conference that if as a result of the election the Union should obtain a majority that it would thereupon become the exclusive bargaining agency of all the employees?

A. Yes.

Q. Was that agreed upon? A. Yes, sir.

Q. Was there any discussion about an election date? A. Yes, there was.

Q. And was an election date determined upon?

A. No.

Q. Was there any agreement as to when the election would be held during the time when this discussion was going on?

A. There were two dates proposed. [290]

Q. What were they?

A. One was on July 6.

Q. And who made that proposal?

A. Mr. Robinson.

(Testimony of Leon M. Wise.)

Q. What was the other proposal?

A. I believe that was on July 12th.

Q. Who made that proposition?

A. The Committee.

Q. Was there any agreement as to which date should be selected? A. No.

Q. Did the Union at any time ever agree to hold the election on July 6th? A. Yes, sir.

Q. When was that agreement entered into?

A. I would have to go a long way around to get to that. Mr. Robinson proposed that we hold the election on July the 6th. I wanted it on the 12th. I guess I was the only one that did look at it in that way, but we had got the run around on this card checking so many times I was suspicious of this; and I knew we had men in Washington away down south of whom I did not know the addresses; some had gone visiting and some were in Montana and I could not possibly see how opening the camp so quickly after the Fourth when they would come stringing in for a week after the Fourth—I didn't see how [291] we could have our men here by July 6th; but the rest of the Committee did want to hold it on July 6th, and I went down and discussed it and agreed to let them know of one of the two days; but they would not consider July the 12th at all; and we agreed to let them know and we went down to the hall, just the Committee, and we had an awful argument down there, but I had to refuse, myself, to have anything to do with July 6th.

(Testimony of Leon M. Wise.)

Q. Don't get off onto something else. Let us get this. During the Committee meeting with Mr. Robinson in Mr. Robinson's office at that time, did the Committee agree to accept July the 6th as the election date?

A. No, they agreed to take July 12th but as I say, I tried to get over that; we told them we would try to let them know about July the 6th, that was the reason we held the Committee meeting.

Q. Didn't that meeting up at Mr. Robinson's office break up and Mr. Roll and Mr. Hunt walk over to Mr. Hunt's office and start to draw up the papers; isn't that correct? A. Yes.

Q. And while he was in the process of drawing up the papers, the Committee came back and revoked the selection of July 6 as the date, is that correct?

A. As I recall I believe we just kept up for this argument and the majority of the Committee was agreeable to July 6th [292] and I was not, and it finally broke up in this way, that we would let them know the next day as to whether July the 6th would be acceptable.

Q. Did the Committee meet with Mr. Robinson or Mr. Hunt again after that? A. Yes.

Q. And what was the discussion then?

A. We came back for that card check again.

Q. After the election arrangement had fallen through another proposition was made for a card check, is that correct?

(Testimony of Leon M. Wise.)

A. Yes, sir. We were trying all the time to get a card check.

Q. Did the election discussion—at any of these conferences, in addition to the Committee, was Mr. Herbert Johnson in attendance? A. Yes.

Q. Will you state who he was?

A. Mr. Herbert Johnson was the business agent of this Local.

Q. Did the Committee have any meetings with Mr. Robinson at which Mr. Johnson was not present? A. Yes.

Q. When was that or where was it?

A. It was in Mr. Robinson's office.

Q. How did that come about?

A. Mr. Hunt took exception to Mr. Johnson always being with [293] us and doing the talking.

Q. What did Mr. Hunt say, if you recall?

A. He said, how could Mr. Robinson talk to his men or his men talk to him when Mr. Johnson did all the talking.

Trial Examiner Hekton: That is as to Mr. Johnson?

The Witness: Yes; and he said, "You are not an employee of Mr. Robinson, he doesn't know you; they never get a chance to say anything, neither does Mr. Robinson, unless he talks to you."

Q. (Mr. Walker): Did the Committee say anything to that?

A. Yes; I told Mr. Hunt that I thought he had the wrong idea; that Mr. Johnson was employed by us, the same as he was employed by Mr. Robin-

(Testimony of Leon M. Wise.)

son; that we never talked with Mr. Robinson without Mr. Hunt being present when we talked with Mr. Robinson at any time; that we would leave Mr. Johnson out of it but Mr. Hunt would have to be out of it, too.

Q. Was such an arrangement made?

A. Yes, sir.

Q. Did the Committee meet with Mr. Robinson?

A. Yes.

Q. When was that meeting?

A. Up at Mr. Robinson's office.

Q. Was there any discussion?

A. Yes, there was a lot of it, but I did all of it.

Q. What was said? [294]

A. Mr. Frank sat down in the chair and said, "Boys, I have agreed to meet with you but I am not saying a word, I am not allowed to say anything." He said, "You talk all you want to and as long as you want to, and I will sit here and listen to you. I am not saying a word; my hands are tied."

Q. Was there anyone else present in the office besides the Committee and Mr. Robinson?

A. Mr. Davis came in for a few minutes and he turned around and went out—you said besides the Committee and Mr. Robinson?

Q. That is right. After this suggestion for the holding of an election on July the 6th fell through, was there any further suggestion or proposal made with respect to the holding of an election?

A. Yes, sir.

(Testimony of Leon M. Wise.)

Q. When was that?

A. Well, as I said, we held, I believe, two, three or four Committee meetings over there that afternoon and I was the only one which held out for July 12th and we finally boiled it down, as I recall, when we left up there; we told them we would let them know the next day and the Committee finally told Mr. Johnson and I they would leave it up to him and I as to whether that election should be held on July the 6th, and I went home. As far as I was concerned there would not [295] be any election on July 6th and I went home and Mr. Johnson came out early in the morning and wanted the election and we checked the cards on the table and Mr. Roll had to leave and he was quite anxious to get a settlement and he came out and gave me quite a talking to on the election; and I told him all right, you go ahead then, you will see positively about the election business, go ahead and hold the election on July 6th but it makes no difference anyhow, there won't be any election. But we gave Mr. Roll the authority to tell Mr. Hunt we would hold the election but I knew there would not be any.

(Thereupon at this time a short recess was taken, after which proceedings were resumed as follows:)

Q. (Mr. Walker): At any time during the period when the camp was not operating, was there a picket line set up? A. Yes.

(Testimony of Leon M. Wise.)

Q. And were you in attendance on the picket line at any time? A. Yes, sir.

Q. At any time when you were there did you see Mr. Robinson at the picket line? A. Yes.

Q. Do you know Fred Chaney? A. Yes.

Q. Do you know Arlie Chaney? [296]

A. Yes, sir.

Q. Did you see those two gentlemen at any time at the picket line with Mr. Robinson?

A. Yes, sir.

Q. Do you know Mr. Warren Ratt?

A. Yes, sir.

Q. Do you know Mr. Thurlow?

A. Yes, sir.

Q. Hugh Thurlow? A. Yes, sir.

Q. Do you know Mr. Allen Asher?

A. Yes, sir.

Q. At any time did you ever see any of those three gentlemen at the picket line with Mr. Robinson? A. Yes, sir.

Q. Will you describe what took place on the day when Mr. Asher and Mr. Ratt and Mr. Thurlow were at the picket line with Mr. Robinson?

A. Yes. We knew there was going to be an attempt to go through the picket line that morning. I believe we had somewhere around fifty men on the picket line; and at about 6:30 they began showing up.

Q. In the morning?

A. Yes; but it was not whom we expected to show up. All we had to go on was there would be

(Testimony of Leon M. Wise.)

a push to go through that [297] morning, just rumors, and there was all the way from 150 to 2,000 strikebreakers coming in to go through there.

Q. You had had that information, you mean?

A. Yes; and that was all we had; it was a rumor; and we were worried about that but these men started showing up; they were our own men.

Q. What had occurred which brought about the calling of Mr. Ratt and Mr. Thurlow and Mr. Asher out at that picket line?

A. Well, these fellows kept showing up and kept showing up, and we asked them what the idea was and their story was, they had been told that everything was all over and that a settlement was effected and they were to go to work that morning and they pulled up at the picket line; no one attempted to go through or cross the bridge.

Q. What was Mr. Robinson doing prior to the time that Mr. Thurlow, Mr. Ratt and Mr. Asher came out there?

A. These men all lined up and we talked to them, and Mr. Robinson came down the hill in his car and tried to get these men to drive through the picket line.

Q. How did he go about that?

A. Well, he asked them to go through the picket line and they refused; and he did not say anything much at that time. He figured they were afraid to go through and Mr. Chaney said, I believe, that that was an awful bunch of men to go through. [298]

Q. Did you hear Mr. Chaney say that?

(Testimony of Leon M. Wise.)

A. Yes; he told Frank to beat it to town.

Q. Prior to the time when he had gone to town, what did Mr. Robinson do or what had he been doing at the picket line that morning?

A. That morning?

Q. Yes.

A. He was just trying to get them men to drive through.

Q. Did Mr. Robinson get into his car and drive away from where the men were located at the picket line? A. Yes.

Q. And did he later return?

A. He figured after Mr. Chaney told him this, he figured they were afraid to go through; and he said, "You need not be afraid of them because I go through all the time." And he jumped in his car and started through but he saw that nobody was following him and he jumped back and motioned to the crew saying, "Come on, what is the matter with you, I will run through and see what happens." And he started out again saying, "Follow me." And he did the same thing three times. And so they would not follow, he, seeing Dwight Lewis was standing there, he said: "Dwight, come with me, I am taking you through, there is nothing to be afraid of." And the men were just standing there, and some stated they had not intention of going through there; so Frank wheeled his car around and hit out for Sand Point. [299]

Q. Did he later return? A. Yes.

(Testimony of Leon M. Wise.)

Q. Who was with him when he returned?

A. The Sheriff.

Q. Who was that? A. Warren Ratt.

Q. Anyone else? A. The Prosecutor.

Q. Who is that? A. Allen Asher.

Q. Anyone else? A. Hugh Thurlow.

Q. Who is he? A. A Deputy-sheriff.

Q. When they arrived at the picket line what transpired?

A. When they arrived at the picket line Mr. Ratt came over to where we were at the line and said, "Boys, what in the world is the matter here now?" And he said, "Why won't you let Robinson's men go through here?" And then Mr. Johnson and I did all the talking and we said that we were not preventing the men going through here; and while the conversation was taking place we walked across the bridge and we said we were not keeping the men from going through; they can go through if they wish, and we were admittedly within our rights; [300] and there was quite a hubbub and uproar and Mr. Ratt then said to some of the fellows standing there, "Do you boys want to work?" And they replied, "Sure, we want to work." And he said, "Is there anyone keeping you from going through there?" And they said, "No, we want to work but we don't want to scab."

Q. Do you recall who made that reply to Mr. Ratt?

A. I believe that was one of the Chaney's. There

(Testimony of Leon M. Wise.)

was a lot of confusion around there. So I told Mr. Ratt—

Q. (Interrupting) One moment. Where was Mr. Robinson during this discussion between Mr. Ratt and the two Chaney's? A. He was there.

Q. Where was Mr. Robinson during the time you conversed with Mr. Ratt?

A. He was standing right there.

Q. Go ahead.

A. I have gotten a little ahead of myself. There I told Mr. Ratt, when we got across the bridge and he asked the boys whether we had kept them from going through and if they wanted to go through, which he did; they said they did not want to go through and Frank Robinson was still trying to get a few of them to go through and was working pretty hard at it; so I told Mr. Ratt, "Why don't you ask all these men here," I said, "if they are Union men, ask them to hold up their hands."

Q. Did Mr. Ratt do that? [301]

A. He did.

Q. What did the men do?

A. Every one of them right there held up his hand.

Q. Are you speaking of the picket group?

A. No; there was not a man of the picket group across that bridge except Mr. Johnson and I on that side.

Q. The picket group was on which side of the bridge? A. The west side of the bridge.

(Testimony of Leon M. Wise.)

Q. And the group to which Mr. Ratt directed his talk was located where?

A. The east side of the bridge.

Q. And the bridge is located where?

A. It is a bridge over the Caribou Creek.

Q. What did the men do when Mr. Ratt asked them to hold up their hands?

A. They all held up their hands.

Q. Did Mr. Ratt say anything to that?

A. Yes.

Q. What? A. Why, he got mad.

Q. What did he say?

A. I cannot recall the exact words, but I know he made it pretty strong; he turned to Frank and said, "What in the hell are you trying to make out of me, anyhow?" He said, "This is the third time you have called me out here on a wild goose [302] chase for nothing. These men are of the same type as on the other side of the bridge; what have you been trying to do; what have you been trying to tell me?" And Mr. Ratt tried to effect a settlement there.

Q. In what manner?

A. Every time he came up there he didn't want to have trouble, but wanted it settled and said, "Why don't you boys try to get together with Frank and try to settle the thing?" And Mr. Johnson and I said, "Sure, we can settle it right here and now. Here is the Long Lake Lumber Company crew on both sides and we will hold a card check right now." And Frank was walking up and down

(Testimony of Leon M. Wise.)

and Frank said, "I won't recognize the Union." And Mr. Johnson and I then talked to him and said, "Let us hold an election in the road." And all he would say was, "I won't recognize the Union." And Mr. Chaney took me to one side and said, "Frank don't like you and you are getting him excited. Let Mr. Johnson talk to him; he may be able to do something." And I stepped aside and let Mr. Johnson do the talking. That is when I talked to Mr. Asher.

Q. After this time were any more attempts made to get together?

Trial Examiner Hektoen: Have we the date on which these occurrences happened?

Q. (Mr. Walker) What is your recollection as to the date when that occurred? [303]

A. Was that on Monday morning? I really don't know; I have lost all track of dates at that time but it would be pretty close—it would be pretty close, it was the first organized attempt which was made to go through there.

Q. After this event, was any more effort made to escort the crew through the picket line?

A. Not for—everything was calm and peaceable for four or five days.

Q. Then what happened?

A. It was just about—during one evening when Sheriff Ratt and Mr. Webb came up there, Mr. Ratt and Sam Webb.

Q. Who was Sam Webb?

A. He later introduced himself and was the Lieutenant of State Police.

(Testimony of Leon M. Wise.)

Q. Was Mr. Robinson present? A. No.

Q. What did Mr. Ratt and Mr. Webb do?

A. I could not say anything as to what happened at that conversation. They took Herbert Johnson into the car with them. I could see but could not hear. I knew that Mr. Ratt and Mr. Johnson were having it hot and heavy, and all I know is what Mr. Johnson told me the next morning after he got out of there.

Q. Did anything take place the next morning?

A. Yes. [304]

Q. What was it?

A. As I say, I would have to kind of lead up to that. When Mr. Johnson told me that Mr. Webb was going to escort these scabs through the next morning by aid of the State Police, Mr. Johnson and I came both to town and I rustled up every man I could get.

Mr. Walker: Leave that out.

Q. What happened next morning?

A. The next morning the State Police showed up.

Q. How many?

A. Only two that I knew, Sam Webb and George O'Donnell and two other uniformed men and some man in plain clothes.

Q. Did the crew go through the picket line?

A. Yes.

Q. What was Mr. Robinson doing this time?

A. Mr. Robinson was in the lead of the procession.

Mr. Hunt: What was that?

(Testimony of Leon M. Wise.)

Mr. Walker: He said that Mr. Robinson was in the lead of the procession. That is all.

Cross Examination [305]

Q. In regard to Mr. Brown, Sr., you met him on numerous occasions at the camp?

A. I didn't meet him, I saw him.

Q. You didn't meet him at the time you had all this conversation with Clyde Smith about the jammer in 1938?

A. With Clyde Smith about the jammer in 1938; did I meet James Brown, Sr., with Clyde Smith?

Q. You met Jimmie Brown with Clyde Smith at the jammer; who was present at the time you met Jimmie? A. There was——

Q. At the time you had the conversation, I mean, with reference to dozers coming up?

A. There was Earl Chaney, Slim Burford, Henry Hanson, Clyde Smith.

Q. Did Jimmie say to you that he would have the dozer come up through Mr. Robinson; or did he say he was going to do it?

A. He said he was going to do it.

Q. What did he say?

A. I had backed it over a log and there was no turn-around for a long, long ways; there was a bad road that curved at places in it and I could not back and I knew I could go up ahead, and I was trying to turn around where there was no turn-around. I backed over this log and Haney came up with the team and we were trying to get it off the log, and

(Testimony of Leon M. Wise.)

James [321] Brown, Jr., turned up about that time and I was plenty hot about the road.

Q. I know; what did Jimmie say?

A. The way I put it was I had backed up the damned road a mile and a half and there was no turn-around and he said there should have been some turns in the road, "I will have the bulldozer come up here and put some turn-arounds in the road."

Q. Now let's go on to on or about the 10th of August, 1937 where you had a conversation in the presence of Mr. Critchell and Jimmie and the blacksmith when looking over an International truck. Did Jimmie say he was with his Dad when he purchased the truck and that he was with him when he purchased that identical truck?

A. He said he was with him when he paid for that truck.

Q. That identical truck?

A. That same truck.

Q. When was it you met Mr. Brown, Sr., in the Fall of 1938; do you recall the incident; you said about the end of the 1938 season?

A. Yes, I recall it.

Q. And you had a talk with Mr. Critchell and his mechanic there? A. Yes.

Q. Mr. Brown would naturally be interested in the produc- [322] tion of the logs up there, wouldn't he?

A. I would not be surprised if he was.

(Testimony of Leon M. Wise.)

Q. You know him as the principal officer or owner?
A. Yes, sir.

Q. Did he say he was going to send some new equipment up there or what did he say?

A. He asked Mr. Critchell if he could build him some equipment, a jammer.

Q. That he could build for Mr. Brown or whom?

A. He said, "Do you think you could build a jammer that can operate eight hours without breaking down?"

Q. What did Mr. Critchell say?

A. He said "Yes."

Q. And Mr. Brown, Sr., then told him what?

A. After a little more conversation Mr. Brown gave him to understand he meant a real jammer and no cheap work outfit, no secondhand stuff, but of the very best material he could get.

Q. Did he order Mr. Critchell to make one?

A. He asked him if he could build it.

Q. Did he order Mr. Critchell to get a new jammer in there?
A. No.

Q. He didn't do that. This is a casual conversation between Mr. Brown and Mr. Critchell as to how the operations were going? [323]

A. It didn't seem so casual, I could see that Mr. James Brown, Sr., knew what he was talking about and knew what he wanted and that was what he wanted and he didn't want anything different from that.

Q. Did he order Mr. Critchell to produce it?

A. He told him he would see that he had that

(Testimony of Leon M. Wise.)

and Mr. Critchell said, "Sure, if I have the stuff to work with."

Q. Where was Mr. Robinson?

A. He was in the blacksmith shop.

Q. Did he hear the conversation?

A. I imagine he did.

Q. Did he take any part in the conversation?

A. I never heard him say a word. [324]

Q. Mr. Johnson made all the arrangements for holding the meeting at the camp, or did you make them?

A. Mr. Johnson and I did. I had more to do with calling the meeting than Mr. Johnson did, I guess.

Q. Mr. Robinson told you to go ahead and hold the meeting on the 6th; he gave his consent to hold the meeting, didn't he? A. Yes, he did.

Q. Do you have in your possession or is it available to you, Mr. Wise, the statement and demands which Mr. Herbert Johnson had written down and presented to Mr. Robinson that day?

A. You mean the original which was scratched down at the time?

Q. Yes. A. No, I have not.

Q. You don't know where it is?

A. No, I don't.

Q. Approximately how many men were in the camp in 1938; what is the average number of men employed at the Robinson camp at any time? [331]

Mr. Walker: Objected to as immaterial and not proper cross examination.

(Testimony of Leon M. Wise.)

Trial Examiner Hektoen: He may answer if he knows.

Q. (Mr. Hunt): What was the average number of men in the crew?

A. In the whole camp?

Q. Yes.

A. It would have to be my guess.

Q. Yes.

A. I imagine it was somewhere, when in full operation, 125 to 135 men.

Q. Can you run a camp of that size without a bull-cook; is it practical; is it done?

A. No, it is not done.

Q. You always have a bull-cook?

A. In a camp of that size, yes.

Q. You did have a bull-cook all through the year 1938? A. No.

Q. I do not mean according to the calendar, I mean during the operations; during the time the camp was in operation.

A. I understand; I wasn't ever back in that camp again after we shut down.

Q. In 1938?

A. Yes; there was no bull-cook at the time of the lockout.

Q. I am talking about 1938; you said you were there in the [332] Spring of '38.

A. I beg your pardon.

Q. When you were there did they have a bull-cook all the time?

(Testimony of Leon M. Wise.)

A. While I was there in the cookhouse they certainly had a bull-cook, but for the year I certainly would not know.

Q. I want you to tell me now what Mr. Johnson said to Mr. Robinson that evening relative to Mr. Robinson's statement he was merely trying to get information; what did Mr. Johnson tell Mr. Robinson then?

A. You know it would be impossible for me to have a memory so that I could give it to you word for word. I will try to give it to you.

Q. I don't ask for that ever in my questions.

A. I will do the best I can. He said, "Well," Mr. Robinson said, "I am trying to get some information." And Mr. Johnson said, "Don't ever try to do that again. Union affairs are none of your affairs; what they do in their Union activity is none of your business; don't ever do that again."

Q. Did he threaten Mr. Robinson at any time?

A. No.

Q. Did he raise his voice?

A. His voice was always going up and down but I never paid any attention to that.

Q. It didn't scare Mr. Robinson any, the statement he made? [333]

A. I don't know why it would, I don't believe it was intended to scare him. [334]

Q. Let us get to the meeting in my office when you were present and Herbert Johnson was present and several others of the Committee, where you say that Mr. Johnson placed the membership

(Testimony of Leon M. Wise.)

cards on my desk. I will ask you whether I was ever given the opportunity to complete the examination of that group of cards?

A. Yes, you had an opportunity.

Q. To complete my examination?

A. Not to complete the examination that you were giving them, no.

Q. As a matter of fact, Mr. Johnson reached over my desk, picked up the cards and put them in his pocket before I got into it?

A. Yes, at that particular time.

Q. And he left shortly after and took the cards with him? A. Yes, sir.

Q. Let us get back to the meeting with Mr. Robinson in the [336] J & L Building, Sand Point, Idaho, which happened on the 29th day of June, on Thursday about 10:00 o'clock p.m. Is not it a fact we had that meeting at which Mr. Roll was present and Mr. Robinson and Mr. Davis and yourself and three members of the camp Committee: I ask you if it is not a fact we agreed at that time and place to hold a consent election to be conducted under the auspices of the National Labor Relations Board, and the election would be held on July 6, and the men would be permitted to vote in Sand Point, at the Sand Point City Hall and at the camp. Did we arrive at that agreement?

A. That was your proposition and I would not accept it.

Q. I asked if we did not agree to that agreement; I don't mean you and I, I mean the two

(Testimony of Leon M. Wise.)

groups, the Committee and Mr. Robinson and the whole bunch of us, didn't we agree on that in Mr. Robinson's office in the J. & L. Building?

A. No.

Q. Didn't we agree to sign a stipulation to that effect? I know it is hard to remember these various phases and conferences but as far as I know I was at only one conference in Mr. Robinson's office in the J. & L. Building with the Committee. That may help you to remember somewhat. I refer to this particular meeting. Didn't we agree that a stipulation would be signed to that effect calling for an election under the terms and conditions I have heretofore mentioned?

A. I am not positive; you may be right; I have these stipu- [337] lations that were proposed as coming rather fast times between election and the card check.

Q. Did we or did we not agree at that time and place we would join in petitioning the National Labor Relations Board to hold such an election under the terms and conditions of the stipulation to be gotten out that day?

A. I believe that was correct.

Q. All right; and at that time and place did Mr. Arden Davis, the bookkeeper for Mr. Robinson, present to the Committee a list of the men who were on the payroll of June 5th, 1939?

A. I believe he did.

Q. I will ask you further whether or not, when Mr. Roll and I left, whether or not the Committee

(Testimony of Leon M. Wise.)

stayed there, including Mr. Johnson, and conferred with Mr. Davis and Mr. Robinson, for the purpose—may I qualify that—for the purpose of checking the names on the payroll?

A. I remember about a starting to check—

Q. When I was there?

A. I don't know whether you were there or not. I know we had the cards at one time and Arden Davis was going through them.

Q. You don't know whether it was at that meeting or not?

A. No. I know we had the payroll.

Q. I am asking you if you remember whether Mr. Roll and [338] myself left Mr. Robinson's office and went to my office—went to my office from that particular meeting?

A. I will say yes, you did.

Q. Did you come into my office later that afternoon? A. Alone?

Q. Either alone or with the Committee, or with several members of the Committee; did you come to the office and call Mr. Roll out, Mr. Herbert Johnson being present also?

A. I believe that is correct; I don't just recall exactly.

Q. I will try to refresh your recollection; it is hard to remember these conferences. Do you remember the time you called Mr. Roll out of my office and Mr. Johnson and one or two other members of the Committee went across the street and sat on a fender or on the running board of a car

(Testimony of Leon M. Wise.)

and had a few minutes' conversation and then returned to my office?

A. I remember that. We had held this meeting in your office or——

Q. (Interrupting): No. I speak of the first meeting which was in the office of Mr. Robinson in the J & L Building, at which we agreed it would be the consensus of the opinion of all concerned that we ask the N. L. R. B. to hold an election and we agreed upon the terms and Mr. Roll and I went to my office and then five or ten minutes thereafter, Mr. Johnson accompanied by one or more of the members of the Committee came to the office and called Mr. Roll out. They went across [339] the street and sat on the running board or the fender of a car and had a conversation for about five minutes and then came back to my office. My question is, do you remember that date?

A. Yes, I remember that, yes.

Q. And after they came into the office, state whether or not Mr. Johnson advised me that the Committee would not consent to an election, or words to that effect, or Mr. Johnson told me it was all off, that there would be no election, and that no stipulation to that effect would be signed; did that happen at that time and place?

A. As I recall that at that particular time we had a lot of meetings, but I am trying to isolate this one at that particular time. It seems to me that is the meeting when I was holding it up and the rest of the committee were in favor; and they

(Testimony of Leon M. Wise.)

wanted to hold another meeting to see as to whether we would have this check or have this election, because I definitely remember being down in the Union Hall at one meeting where I was trying to present my theory on the election.

Q. Let me put it this way: I will ask you whether or not at that time and place Mr. Herbert Johnson, as spokesman for the group, stated they did not propose to hold an election and at that time and place insisted that Mr. Robinson recognize the Union by virtue of the cards which Mr. Johnson had; [340] didn't that happen?

A. I believe it did.

Q. And then we left and the group started out, separated, there at that meeting and there wasn't much more said or done? A. I think so.

Q. Mr. Wise, I can't remember at which conference it was where this took place, but I will ask you whether or not I did not agree on one or more occasions to step out of the picture and have Mr. Herbert Johnson step out of the picture and let the Committee deal directly with Mr. Robinson?

A. Yes; that happened.

Q. That happened, didn't it?

A. Yes, that happened.

Q. Do you know of any time or any place where either Mr. Robinson or myself ever went through the list of the membership cards of the men who supposedly belonged to this Local?

A. When you had gone through them?

(Testimony of Leon M. Wise.)

Q. Do you know of any time when I and Mr. Robinson went through them? A. Yes.

Q. When and where?

A. At this one time when I said that we would not stand for the way you were going through them and we agreed to hold a card check. [341]

Q. At that time and place Mr. Johnson picked the cards up off my desk, didn't he?

A. Mr. Robinson, before you took over the cards, Mr. Davis and Mr. Robinson had been checking them against the payroll.

Q. Did I at any time have an opportunity to check the cards from start to finish; put it that way?

A. Yes, you could have had, you were right there with them.

Q. We agree that the cards were there in the same room that I was at the time the Committee was there and Mr. Johnson was the custodian of the cards and he carried them with him.

A. Yes, he did.

Q. Did Mr. Johnson at any time let me look them over, or check the signatures against the signatures on the payroll?

A. Yes, we agreed to that at any time.

Q. We agreed to it, but was it done?

A. You could have checked the signatures against the payroll at any time.

Q. How many times was the stack of cards put on my desk during the various conferences?

A. I never went to a conference, as I can recol-

(Testimony of Leon M. Wise.)

lect, but from start to finish it was insisted all the time we hold the check.

Q. We discussed the cards and the cards were always mentioned? A. Yes.

Q. But I am trying to get at whether Mr. Johnson ever per- [342] mitted me to take the cards and make a list of the men thereon and check them against the payroll?

A. I remember Mr. Robinson asking to allow you to make a list of those cards so you could check those cards against that payroll at any time. We did refuse to let you make a list of the cards; that is correct.

Q. Isn't it a matter of fact only on one occasion the cards were ever handed me and put on my desk; and I will ask you further, isn't it a fact that on one occasion before I had turned over as many as ten cards, Mr. Johnson reached over and picked up the cards and put them in his pocket?

A. You were not checking them on the payroll: Arden Davis at the time was at the other end of the desk; you were not checking the cards, you were looking at the men's names on the cards; and you stated you doubted whether they were authentic, saying that anyone could have filled them out and put anybody's name upon there.

Q. Isn't it a fact that I mentioned early in the game that I had decided to look at them and I said, "Here are two cards signed by the same man." Did I say that?

A. Yes, and I answered——

(Testimony of Leon M. Wise.)

Q. (Interrupting): Wait; I asked you further, after I looked over a few of the cards, I made the statement "Most of these men have not paid their dues;" did I make that statement? [343]

A. Yes.

Q. Isn't it a fact that then and there Mr. Johnson reached over and picked up the cards off my desk and put them in his pocket and the checking was ended? A. It was.

Q. O.K. That is what I was getting at. Did you or any other member of the Committee after this meeting about which I have been talking, on the 29th of June, at which meeting we agreed to hold an election on July 5th or 6th, did you or the Committee at any time after that directly tell Mr. Robinson or me that the men were willing to hold an election on July 6th?

A. Whether Mr. Johnson or the Committee told you?

Q. Yes; this may help you. The conversation we have been discussing was in June, 1939—June the 29th.

A. Yes; on the payroll, I remember it perfectly.

Q. You remember the Committee talking and I asked a long question. Did you or the Committee ever come to me after that day, or Mr. Robinson, and say, "It is all right to hold the election agreed on, it will be on July 5th?"

A. No, I didn't; but as to the rest of the Committee, they might have; they could have told you that or Mr. Johnson could have told you that.

(Testimony of Leon M. Wise.)

Q. Let us put it this way: Did you or any one of your Committee, any one of them, ever come to me or to Mr. Robin- [344] son and make that statement? A. Not of my own knowledge.

Q. During those days we were dealing with the Committee and the Committee was the only one who had a right to speak for the men, except Mr. Roll and Mr. Johnson, of course?

A. That is correct.

Q. I believe that day that Mr. Roll left again for Seattle and went away again to Seattle that night?

A. Yes, I am quite sure of that.

Q. Mr. Wise, are you an official of this Union?

A. I am not.

Q. Are you an official of the local Union?

A. No.

Q. You are not an organizer, yourself?

A. No.

Q. You are not employed as an organizer?

A. No.

Mr. Hunt: Shall we now take a recess; I don't think I have any more questions of Mr. Wise at this time. [345]

Q. (Mr. Hunt): Mr. Wise, you stated heretofore that Mr. Robinson agreed with the Committee he would go back to work on July the 5th, is that correct? A. Yes.

Q. I will ask you whether or not Mr. Robinson endeavored to comply with those terms?

A. No.

(Testimony of Leon M. Wise.)

Q. Did Mr. Robinson attempt to open up the camp at any time between June 6 and July 5th?

A. No.

Q. Did he try to open up the camp on July 6th?

A. No.

Q. Did he try to open up the camp on July the 7th?

A. On July the 7th there was a picket line on the road.

Q. I asked you if on July 7th, Mr. Robinson tried to take men up there to open up the camp, take men up to the camp?

A. On July 7th?

Q. Yes.

A. Not to my knowledge, he didn't. [346]

Q. What was he taking the men up there for?

A. What men?

Q. The men he tried to get through the picket line?

A. There were no men trying to get through the picket line that day.

Q. Did any of the men go as far as the picket line? A. Yes.

Q. What did they go there for?

A. They never said.

Q. Did Mr. Robinson tell you? A. No.

Q. Didn't you say that Mr. Robinson marched up and down the road quite agitated and excited and exhorted the men to go on through?

Mr. Walker: May I ask counsel to state what date he refers to?

(Testimony of Leon M. Wise.)

Mr. Hunt: We are talking about July 7, now.

The Witness: Will you give me the question again?

(The last question referred to was there-upon read.)

A. He did, but not on July 7.

Q. What date was it?

A. I am not clear as to exactly what date it was; but it was quite awhile after the picket line was established.

Q. The picket line was just established on the 6th and would you say that it was prior to that that Mr. Robinson had men [347] come to the camp for the purpose of having them work?

A. Yes.

Q. Approximately how many?

A. All of us were there July 5th or the 6th, the day we were supposed to go to work.

Q. Why didn't you go to work?

A. There was no one there to put us to work.

Q. Where was Mr. Robinson, if you know?

A. He wasn't in camp.

Q. How long did the men stay in the camp on July 5th?

A. They were up there at seven o'clock ready to go to work that morning; the time it was agreed that we be there to go to work, the time we always had them there to go to work.

Q. Approximately how many men were there to go to work that day?

(Testimony of Leon M. Wise.)

A. I would not have any idea. The entire personnel of the camp, as far as I know, that had been working.

Q. Quite a few of them?

A. Yes, you bet.

Q. Was it raining on July 5th when you were up there? A. I believe not.

Q. When did you first see Mr. Robinson on July the 5th? A. At Sand Point?

Q. At what hour, was it the morning or afternoon?

A. It was in the afternoon, I am quite sure, I am not posi- [348] tive.

Q. Who was in charge of the camp when you went up there on the 5th?

A. For two or three hours I stayed around there and there appeared to be nobody in charge of the camp; Mr. Davis was in the camp.

Q. What did he tell you?

A. He informed me that Mr. Robinson was downtown and we would have to go to town and rehire through him to come back to go to work.

Q. Was there any work to be done in the camp on July 6th?

A. I may have my dates a little crossed as to July the 5th and 6th; there was work done by one of our men on July 5th.

Q. July 5th or 6th, do you say?

A. I said 5th, it may have been the 6th; I remember the day perfectly but I don't remember the date. I believe it was the 6th.

(Testimony of Leon M. Wise.)

Q. After that did he endeavor to open up the camp and was restrained by a group of men on the picket line which prevented the men from going through; is that correct?

A. Some time after that date, yes.

Q. Let us go back to the meeting in the J & L Building at which all were present. Isn't it a fact that Mr. Robinson wanted to hold an election about July 8th or even a few days thereafter in order that the men might get back to camp or [349] back to town at Sand Point?

A. I don't recall that.

Q. Isn't it a fact, Mr. Wise, that the Committee's idea was that the election should be held on the 6th?

A. All of the Committee outside of myself; it was not our proposition on that date.

Q. I am not talking about the Committee's action; the majority of the Committee's action was for the 6th?

A. That it should be held on the 6th, yes.

Q. I will ask you if it is not a fact an objection was made to hold the election on the 8th or 10th for the reason that Mr. Robinson might use pressure on the men in the community; did anybody make such a statement as that?

A. Not that I recall.

Q. The fact remains, however, you did agree on the 6th?

A. Yes, the majority of the Committee and everyone else concerned.

(Testimony of Leon M. Wise.)

Q. Of course we were all bound by a majority action of the Committee, or they were, weren't they; you have referred to it some several times that some of the men agreed but you did not?

A. Yes.

Q. The action of the majority of the Committee was binding on the Committee, wasn't it?

A. Yes, sir. [350]

Q. You made a statement you knew there would be no election held; how did you know that?

A. I knew it because we went through it so many, many times before on the card check and discussed elections and discussed everything and did our best to go through with it and it blew up every time.

Q. You felt after Mr. Robinson had signed the stipulation and a copy of that was sent to the N. L. R. B., requesting an election be held, you knew no election would be held?

A. No, I did not know that.

Q. You felt after the stipulation for an election was signed that the election would be held?

A. I thought so then.

Q. You stated this morning, perhaps on cross examination, that Mr. Robinson had an opportunity and did examine the membership cards. Will you tell me where that took place and who was present?

A. That took place at one time in your office. There was Mr. Robinson, Mr. Davis, yourself, Greg Moore, Martin Hanson, I believe Clyde Smith, Her-

(Testimony of Leon M. Wise.)

bert Johnson, possibly Amon Garvin and myself.

Q. What did Mr. Robinson do with the cards at that time?

A. Him and Mr. Davis started going through the cards looking at the payroll.

Q. Then what happened? [351]

A. You requested to look at the cards; you reached over and got the cards.

Q. No, no, we are not together at all. I have asked you when and where Mr. Robinson had an opportunity to examine the cards at any time or place when I was not present.

A. When you were not present?

Q. Yes.

A. I beg pardon. At the time the Committee met with Mr. Robinson when neither you or Mr. Robinson were present—what I mean there is, you and Mr. Herbert Johnson were present, he had an opportunity to examine the cards, the cards themselves.

Q. That was at the camp?

A. No, in Mr. Robinson's office.

Q. Can't you fix an approximate date with relation to the meeting in Mr. Robinson's office when I was there, prior to that I presume?

A. I don't understand the question.

Q. Who was present at that meeting?

A. Who was present at that meeting?

Q. Yes.

A. There was Mr. Robinson, Slim Burford, Greg Moore, I believe Clyde Smith and myself.

(Testimony of Leon M. Wise.)

Q. Now tell me what was done in relation to Mr. Robinson examining the cards at that time.

[352]

A. I had the cards with me and I begged Mr. Robinson there for an hour, with the ones of us who were present there would take the cards of the June 5th payroll and check those cards and settle the thing right there without you or without Mr. Johnson, just the men and him; that is all I did talk about.

Q. What did he say?

A. All he ever did say was, "I can't say anything, my hands are tied; you can talk all you want, and I will sit here and listen," that is all he did say.

Q. Did he tell you owing to the National Relations Act he could not talk to you under the circumstances? A. No.

Q. Did he say anything about a violation of the Act or anything which you could not do because it might be construed as a violation of the Act?

A. He didn't say anything. The only thing he said was, "I cannot say anything, my hands are tied," and he didn't say anything.

Q. But you talked to him for an hour?

A. Approximately an hour.

Q. On direct examination you stated when the four highway patrolmen came up the highway on a certain day the men did go through the line and went to the camp? A. Yes.

Q. Can you place the date of that? [353]

(Testimony of Leon M. Wise.)

A. Not exactly, no; I cannot; it was somewhere around I imagine the 14th of July.

Q. After that the camp continued to operate the rest of the season?

A. It did not operate at full capacity.

Q. These men who went through the picket line with the four officers, were they members of the Union? A. No.

Q. Were any of them? A. Yes.

Q. Will you say most of them were men who had been on the payroll on the 5th of June?

A. Most of them were.

Q. And yourself? A. No.

Q. What percentage were men who had been on the payroll in June?

A. I really would not know.

Q. Would you hazard an estimate?

A. You understand the construction crews were going right through there; and I was arguing with Mr. Webb at the same time.

Q. But some of the men had been on the payroll on June 5?

A. One of the men I can recall now; he was in the line-up.

Q. Is it possible there were more? [354]

A. That were on the payroll?

Q. Yes. A. Yes. [355]

ORLIE W. HANEY,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination [376]

Q. When did you start to work in the 1939 season, do you recall approximately? [379]

A. I guess the latter part of May.

Q. You say you worked part of that year in 1939? A. Yes, sir.

Q. Was that work interrupted somewhat after you began your work?

A. Well, yes; I was bothered by a lame back and I came down and got some treatment and went back and worked one more day and my back went haywire again and I came back to town again.

Q. When did you first suffer this back injury?

A. I imagine the last week in May.

Q. And you were off for a week?

A. A couple of days or three days—two or three days.

Q. Do you recall the incident of a Union meeting being held in camp?

A. No; I was not there.

Q. You were not there? A. No.

Q. Did you learn such a meeting was held?

A. I was told so.

(Testimony of Orlie W. Haney.)

Q. Now with reference to the time when the Union meeting was held, when was the last date you worked before the trouble required you to quit?

A. The last day I worked before this was—before this so-called meeting was on Monday, the 5th of June.

Q. Did you work all that day? [380]

A. Yes.

Q. Where were you staying during this time when you were working in the 1939 season?

A. At the camp.

Q. Did you stay in camp that night of the 5th?

A. Yes.

Q. Did you work the day of the 6th?

A. No.

Q. What happened?

A. I asked Mr. Robinson if I could come to town that morning to get some more treatment and he said I could.

Q. Did he say anything further about your taking treatment?

A. He said I could take a whole week if necessary and then I would be good for the rest of the summer.

Q. Did you work the day of the 6th?

A. No. [381]

Q. After this date when did you next resume your employment?

A. I went to work on the dam on the 29th of August.

(Testimony of Orlie W. Haney.)

Q. How did that come about?

A. Well, Frank Robinson ordered, sent word to Sand Point with Jim Savage and a Mr. Jones (the carpenter) to have me come up next morning to the dam.

Q. Did you go to the dam? A. Yes, sir.

Q. Did you see anyone there?

A. I saw several there.

Q. Who did you get to see on that morning?

A. I didn't see Mr. Robinson but Mr. Brown was there and I told him that Frank sent for me to come up there and go to work, and I didn't see him any place, and he said he would put me to work.

Q. Did he? A. Yes, sir.

Q. What at?

A. To help build a bridge first.

Q. After the bridge building job, what did you do next? A. I worked on the dam. [386]

Q. That is the actual construction of the dam?

A. Mostly chopping and dragging stuff to the landings.

Q. Who directed you on your work on the dam construction and on the bridge construction?

A. Well, on the bridge it was Mr. Breen and when we got on the dam, why, the biggest part of my orders I think I got from the carpenter, Mr. Jones.

Q. After the dam construction work, what did you do? A. I built some truck landings.

(Testimony of Orlie W. Haney.)

Q. How did you start to work on the truck landings?

A. Mr. Breen said that Mr. Robinson was going to have us do those truck landings.

Q. Mr. Breen is the one who transferred you to the truck landings, is that the situation?

A. Yes, sir.

Q. Did you build the truck landings?

A. Yes, sir.

Q. Under his directions?

A. The first ones.

Q. Who selected the sites for the truck landings?

A. Well, I guess the site was already there and Mr. Breen staked them out.

Q. Was there any surveying done or platting done or laying out of the site?

A. Well, we made and put stakes where the skid landings were [387] supposed to be but the landing itself was already laid out and smoothed up somewhat before that by the builder.

Q. The ground had been prepared before you went over there? A. Yes, sir.

Q. I see; now what occurred after you got the first landing constructed?

A. Well, Mr. Robinson came along and looked at it and he said, "Who built that?" And I said, "We did."

Q. Did he say anything to that?

A. He said it was a hell of a looking rig. Well, I said, "What are you going to do, when a man

(Testimony of Orlie W. Haney.)

stands over you and tells you what to do and when he thinks it good enough?"

Q. What did he say?

A. He wanted to know who it was and I said it was Mr. Breen.

Q. Did you build more landings after that?

A. He said to me and the fellow Jim Savage working with me, he said, "Can you build a truck landing?" And we said we could and we were sent down there and we went down there and built one.

Q. Who sent you down?

A. Mr. Arden Davis. , And when we got back to build, we got back to the one that Mr. Breen had us build; and he had us build it all over.

Q. Who was the "he" you mentioned?

A. Mr. Robinson. [388]

Q. During any of this time when you were engaged on the dam construction work or bridge construction work or the landing construction work, did you see James Brown, Jr. at the dam site?

A. He was there at different times.

Q. Did you have any conversation with him?

A. No, not any conversation.

Q. Did he direct you in your work?

A. Just once.

Q. On what was that?

A. He had us go and finish a toilet which was started up before this day; and that is all.

Q. Who was your teamster or driver while you were doing this construction work?

(Testimony of Orlie W. Haney.)

A. Jim Savage.

Q. Were there any days when Mr. Brown, Jr. gave any directions to you when you were up there other than you have mentioned?

A. Yes, he had me go and pull on some stake trucks and skid some logs they had to handle before going to the unlanding place.

Q. After the dam was constructed, did anything occur to it at any time?

A. After they built it the first time, one end of it washed out. [389]

Q. What occurred at that time?

A. I and Mr. Savage were the first ones there and I went to Colburn and called up the camp and told Mr. Robinson about it.

Q. Did you talk to Mr. Robinson on the phone?

A. Very little; I told him what had happened and he said he would be up there right away.

Q. Did he go down there? A. Yes.

Q. After he arrived at the dam did you have a conversation with him? A. Not much.

Q. What was said?

A. Well, we figured around there awhile and he said we might as well go home and he would not do anything with it until the company saw it; and when we were wanted he would come and get us.

Q. Did you go home? A. Yes.

Q. Were you later called back?

A. Yes, sir.

Q. Was the dam reconstructed?

A. Yes, sir.

(Testimony of Orlie W. Haney.)

Q. How long did you continue working during the 1939 season?

A. I worked until the 20th of November. [390]

Mr. Walker: That is all.

Cross Examination

Q. (Mr. Potts) Mr. Haney, when was the last work you did in the Caribou Basin logging operation? A. In 1939; the very last?

Q. Yes; the very last.

A. It would be about the 19th or the 20th of August.

Q. What was the nature of that work?

A. Skidding poles and handling a few logs.

Q. That was as far as you were concerned, at least in the cleaning up of your skidding of the poles and logs?

A. Yes, there were a few here and there all through the woods which we went around and fixed up.

Q. And then you were laid off from that type of work on or about the 19th or the 20th of August? A. Yes, about there.

Q. How long was it before you started work over on the dam? A. The 29th of August.

Q. The 29th of August? A. Yes, sir.

Q. So you were laid off for possibly ten days?

A. Yes, sir.

Q. At the time your work ceased in the logging operation, about the 19th or the 20th of August, was there any arrangement made with you for any further work during the season? [391]

(Testimony of Orlie W. Haney.)

A. Only as he stated; he wanted to use the team on the dam and was going to have me drive it, that is all.

Q. Mr. Robinson said later on he was going to have use for a team on the dam and would want you to drive it? A. Yes, sir.

Q. He didn't say when that was going to occur? A. No, not necessarily, no.

Q. He just didn't say when it was going to occur, did he?

A. I think he did say it would not be very long.

Q. You think he said it would not be very long? A. I think so.

Q. What did you do when you left the logging operation on the 19th or the 20th of August, where did you go?

A. I came home and remained home.

Q. Did you remain here until you were instructed to report at the dam for work?

A. Yes.

Q. When did you get your instructions to go to the dam?

A. The evening before I went the next morning.

Q. Who gave them to you?

A. Jim Savage told me first.

Q. Who is Jim Savage?

A. A man who was driving the team up there, and when I got home I heard the boss carpenter

(Testimony of Orlie W. Haney.)

had told the folks to tell me Mr. Robinson wanted me at the dam the next morning. [392]

Q. Was the next morning Monday morning, do you recall?

A. No, I think it was Tuesday morning.

Q. So you then, on the strength of that information which you had received, you went to the dam the following morning? A. Yes, sir.

Q. You reported for work? A. Yes.

Q. To whom did you report?

A. I think to Mr. Breen; Mr. Robinson wasn't there.

Q. To whom did you report?

A. Mr. Breen.

Q. You didn't see Mr. Robinson at that time you reported on arrival? A. Not then.

Q. You did see Mr. Breen? A. Yes.

Q. Did you know Mr. Breen before that time?

A. Yes; just when I saw him, that is all.

Q. Did you know who he was, what his connection was with the Long Lake Lumber Company?

A. Nothing any more than he was always supposed to be one of the company; I never talked with him.

Q. You had seen him around the woods, hadn't you? A. Yes.

Q. And especially with respect to the road and branch construction in con- [393] nection with that type of work?

(Testimony of Orlie W. Haney.)

A. I had not seen him but very little in the woods.

Q. You did know he was connected with the Long Lake Lumber Company? A. Yes, sir.

Q. You also knew the Long Lake Lumber Company was building or having this dam built, didn't you? A. Yes, sir.

Q. So you went and reported to Mr. Breen, and did he direct you what work to undertake?

A. He needed me and he told me to help with the building of that bridge first and then one noon came and told me to work on the dam in the afternoon.

Q. Was the dam itself in the course of construction then? A. It was.

Q. About how far along?

A. Not very far, they were just—you might say most of the bottom logs were cut.

Q. You first worked on the bridge?

A. Yes.

Q. And when that was completed you worked on the dam?

A. No, it wasn't completed, we just worked there until noon.

Q. And then you went to work on the dam?

A. Yes, sir.

Q. Did you work on the dam at all?

A. Yes.

Q. Until it was finished? [394] A. Yes.

Q. Had the construction of the landings been

(Testimony of Orlie W. Haney.)

commenced, landings for handling of logs been commenced before the dam was completed?

A. I don't know; they might have been working on them a little bit before the end of the dam washed out; I don't know whether that did or did not commence.

Q. Did the end of the dam wash out soon after it was finished? A. Yes.

Q. And at that time were you engaged at work on the construction of the landing or had you finished?

A. I don't know, I won't say whether we started on them or whether the dam went out after a part of it was completed.

Q. When you did go from working on the dam it was to work on the construction of the landings and you then continued on that line of work from that time on?

A. Not quite all the time; they took us off a few different times; they took us off the crew to keep the logs out of the way.

Q. Was it the landing you referred to when you mentioned getting instructions from Mr. Breen as to one of them? A. Yes, sir.

Q. And following his instructions?

A. Yes, sir.

Q. You built the landings according to the instructions he [395] gave you?

A. No, just the first one; the first one I was talking about.

Q. The first one you were talking about?

(Testimony of Orlie W. Haney.)

A. We built it the way he told us to.

Q. That is the one that Mr. Robinson did not approve of when he saw it? A. Yes.

Q. And Mr. Robinson instructed you to build—to build as you thought they should be built?

A. Yes.

Q. Was Mr. Breen around there at the time or had he left?

A. He wasn't there very much.

Q. Had he left; was he around there until afterward?

A. We saw him around there two or three different times anyhow.

Q. Did he say anything about the change in the instructions on the construction of the landing?

A. No, sir; not to me.

Q. You went right ahead and built the rest as you thought they should be built? A. Yes.

Q. About how many landings did you construct?

A. About fourteen.

Q. How were they constructed?

A. Out of timber—logs. [396]

Q. Out of logs. And their purpose is what, what are they built for? What are they used for?

A. They are built to unload the logs off the trucks and they were to be plenty long enough to hold a truckload so they could be scaled before being put into the water.

Q. Landings are places provided for unloading of logs from the trucks where they are all hauled in from the woods? A. Yes, sir.

(Testimony of Orlie W. Haney.)

Q. Before they are dumped into the pond?

A. Yes, sir.

Q. Where is this dam, Mr. Haney?

A. About a mile east of Colburn.

Q. Where is Colburn?

A. About nine miles or nine and a half miles away.

Q. Are you sure the direction is east or north?

A. It is not north, it may be northeast; they call it east.

Q. It is on Colburn Creek? A. Yes.

Q. That is where the dam is constructed, on Colburn Creek? A. Yes.

Q. And it is designed to furnish a pond for logs; it is a logging pond? A. A storage pond.

Q. For the purpose of the storage of logs?

A. Yes, sir. [397]

Q. Do you know how far that dam is from the logging camp in the Caribou Basin?

A. It must be thirteen or fourteen miles from where they haul from the camp.

Q. From the camp of the Caribou Basin to the dam and storage pond at Colburn is about thirteen or fourteen miles by road?

A. Yes, sir; I think it is something like that.

Q. Did you see any other officers or representatives of the Long Lake Lumber Company at this dam during the course of its construction or while the landings were being built?

A. Mr. Brown, Sr. was around there two or three different times.

(Testimony of Orlie W. Haney.)

Q. As a matter of fact he was up there several times, wasn't he?

A. He might have been there, too, when I didn't see him.

Q. You saw him several times?

A. Yes, sir.

Q. So he was up there several times?

A. Yes, sir.

Q. And when he was up there, he overlooked the work which was being done pretty carefully?

A. Yes.

Q. You know he did, don't you?

A. I don't know whether he looked carefully or not. [398]

Q. Didn't you see him spending some time there?

A. Yes, sir.

Q. And you saw Mr. Brown, Jr. there a number of times too, didn't you? A. Yes.

Q. And you knew that both Mr. Brown, Sr. and Mr. Brown, Jr. were very much interested in the construction of that dam and pond and the landings, didn't you? A. Yes.

Q. You also knew it was being constructed for the Long Lake Lumber Company for the logs?

A. Yes. That is what they always said when I talked to anybody.

Q. It was to serve that purpose for a number of logging operations?

A. I heard nothing about anybody but the Long Lake Lumber Company.

Q. I mean a number of Long Lake Lumber Com-

(Testimony of Orlie W. Haney.)

pany logging operations, different operations they had.

A. Yes, sir.

Mr. Potts: That is all.

Redirect Examination

Q. (Mr. Walker): From whom did you receive your check when work on the dam was being done?

A. From Mr. Robinson. [399]

Q. When did you recover from your back injury?

A. A couple or three treatments is all I had to take; and then I was all right.

Q. You were able to resume your employment within two or three days after the time you asked Mr. Robinson if you could go away for some treatments, is that correct?

A. Make it a week; I would be perfectly all right in a week. [400]

Redirect Examination

Q. (Mr. Walker): Are you a member of any labor organization?

A. Yes, sir.

Q. What organization?

A. Well, the I. W. A., whatever they call it, which is the C.I.O.

Q. Did you sign a card which is a part of what is marked as Board's Exhibit for identification No. 5?

A. I signed a card.

Q. Referring to Board's Exhibit No. 5 for identification, and the card thereof, bearing the signature O. W. Haney, is that your signature?

A. Yes, sir. [403]

GREGORY MOORE,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination [404]

Q. Referring to what has been marked Board's Exhibit 5 for identification I hand you herewith a card taken therefrom and signed "Greg Moore". I will ask you if it is your signature?

A. It is.

Q. Was the card which you hold in your hand signed upon that date? A. Yes, the date.

Q. The date it says? A. Yes.

Q. After the time when you signed that card, did you have any contact with any of the other employees? A. Yes, sir.

Q. And how did you come to make those contacts?

A. Well, I took a bunch of cards to camp and signed up everybody who wanted to sign up.

Q. About when was that with respect to the time you signed that card?

A. It was afterwards.

Trial Examiner Hektoen: How much after—right away?

The Witness: Right away.

Q. Do you remember the incident of the camp closing on June the 7th? A. Yes, sir.

Q. Did you work the preceding day?

A. No. [408]

Q. What occurred?

A. I got canned that morning.

(Testimony of Gregory Moore.)

Q. How did that come about?

A. I don't know.

Q. Did you have any conversation at the time?

A. No.

Q. With anyone? A. No.

Q. How did you know you were canned?

A. Mr. Robinson was standing at the office door and I walked in there and he said, "Make it out for the whole crew; the whole jammer crew." That is what I heard.

Q. Did you receive a check at that time?

A. Yes.

Q. Was the check made out in full for your earnings to that date? A. It was.

Q. And were the other individuals on the jammer crew, Ralph Peterson and Ted Early and Bill Henry?

A. Bill Henry was not canned; his check was not made out.

Q. During this time were you staying at the camp? A. I was.

Q. Had you worked the day preceding, June 6?

A. Part of it.

Q. What occurred? [409]

A. The jammer broke down.

Q. About when was that?

A. About 9:30 in the morning.

Q. When it broke down what did you do?

A. I came in and told Frank Robinson.

Q. And what did he say when you told him?

(Testimony of Gregory Moore.)

A. He said he would see Kenneth Critchell and see what he could do about it.

Q. Did he give you any further instructions at that time? A. No.

Q. After you got your check on this day, June 6, what did you do? A. I came downtown.

Q. You came to town? A. Yes, sir.

Q. After having left the camp on this date, June 6, did you return to camp at any time?

A. Yes, I heard there was to be a meeting that evening and I went back up.

Q. To the camp? A. Yes.

Q. And when was it you went up?

A. We got there about 4:30, I have an idea.

Q. Who is "we"?

A. Ralph Peterson, Ernest Johnson and myself and Ted Early. [410]

Q. Did you see anybody when you arrived at camp?

A. Leon Wise and Mr. Robinson were talking there and Mr. Robinson's car was in front of the cookhouse.

Q. This is as you drove up?

A. Yes, as we got to the camp; yes, sir.

Q. Did you talk to Mr. Robinson at the time?

A. Yes, sir.

Q. Where was this jammer of yours working with respect to the main camp at the time it broke down?

A. On the Hell Roaring Road, they call it; it was the main road out of camp.

(Testimony of Gregory Moore.)

Q. Was it above camp or below camp?

A. It is right straight out past there.

Q. Does the road extend beyond where you were working?

A. Yes, sir.

Q. Were there any logs being hauled at that time from your jammer?

A. No.

Q. How long had your jammer been in operation at that time?

A. About a week.

Q. Was any road work being done either between the point where your jammer was located and the camp or between the point where your jammer was located and on past it?

A. Well, the road above the one where we were on and closer to camp, that was being worked on by a bulldozer. [411]

Q. When you finished work on the cedar did you resume work on logs immediately?

A. Yes.

Q. Was there any interval between there during which time you didn't work?

A. Well, there were a couple of days.

Q. And during those days where did you stay?

A. At home.

Q. Where?

A. At home, in town.

Q. At the conclusion of the cedar work, were you paid off in full for that cedar work?

A. Yes, sir.

Q. Now when you arrived at camp at 4:30 on the evening of June 6th, what did you do?

A. I went down to the bunkhouse where the meeting was to be held.

(Testimony of Gregory Moore.)

Q. Did you attend the meeting? A. Yes.

Q. Was any action taken at that meeting with respect to a conference with Mr. Robinson?

A. Yes.

Q. What was it?

A. Well, I can't recall just what it was; I know there was some kind of form drawn up. [412]

Q. Have you held any semi-official or official positions in the local since you signed your card?

A. I was on a committee.

Q. When did you assume that committee work or when did you assume that committee work?

A. At the meeting.

Q. Who else served on the Committee with you?

A. Leon Wise and Mr. Kirtley and Mr. Stevens and Mr. Hanson—no, he was not on the Committee there; Slim Burford, I believe it was.

Q. What did the Committee do after it had been formed?

A. They went and met with Mr. Robinson.

Q. Where was that meeting?

A. At the office.

Q. Did anyone accompany the Committee to Mr. Robinson's office? A. Yes, Mr. Johnson.

Mr. Hunt: Who?

The Witness: Mr. Johnson.

Q. (Mr. Walker) What did the Committee say to Mr. Robinson as it convened in the office there?

A. Mr. Johnson said, "This is the Committee representing the workers in this camp; and will

(Testimony of Gregory Moore.)

you recognize these men as a committee?" And Mr. Robinson said, "I don't know."

Q. Did he ask for recognition? [413]

A. Yes.

Mr. Hunt: What did he say? And I want to know to whom counsel is referring, whether who asked?

Trial Examiner Hekton: Was it Mr. Johnson?

The Witness: Mr. Johnson, yes.

Q. (Mr. Walker) Did Mr. Robinson answer Mr. Johnson? A. Yes, he did.

Q. Do you recall what he said?

A. Well, he said; he agreed to recognize that Committee representing the majority of the workers.

Q. Did the Committee present any other message to Mr. Robinson at the time? A. Yes.

Q. Do you recall what they were?

A. They wanted up a fixing up of the camp, with a bull-cook; a re-hiring and cedar makers and the crew.

Q. One moment. The Committee presented Mr. Robinson with a demand for the re-hiring of the cedar makers; was that the situation?

A. Yes, sir.

Q. What did Mr. Robinson say in that regard referring to the cedar makers?

A. He said there were a couple of cedar makers who did not do anything else.

Q. Did he mention anyone? [414]

(Testimony of Gregory Moore.)

A. Well, Long Axle, that is the only one I remember; that is the only one I remember.

Q. What was the talk or the discussion concerning the bull-cook and the fixing up of the camp; did you mention anything else?

A. The re-hiring of those men.

Q. Before we go on to the re-hiring of the men, what did Mr. Robinson say with respect to the Committee's demand in regard to the fixing up of the camp and the matter of the bull-cook?

A. He agreed to do it.

Q. What was the nature of this demand of the Committee concerning the re-hiring of the old men?

A. Well, he said he always hired the old crew.

Q. Who said that? A. Mr. Robinson.

Q. What was the position Mr. Robinson took relative to that demand on the re-hiring of the old men? A. I don't understand you.

Q. Did he have any objection to such a demand of that type? A. No, he didn't.

Q. Can you recall whether there was anything further than the matters which you have covered: the cedar-makers, the re-hiring of the old men and a fixing of the camp and the bull-cook? [415]

A. And the re-hiring of the jammer crew which was fired.

Q. Do you remember that? A. Yes, sir.

Q. What was said about it?

A. He said he never canned them; he never canned us.

Q. What was the discussion about that?

(Testimony of Gregory Moore.)

A. He said he just let us off. We got our checks, I know.

Q. Did you take part in any of the discussion regarding the laying off of the jammer crew?

A. No.

Q. What position did Mr. Robinson take relative to this demand for the re-hiring of the jammer crew? A. He agreed to do it.

Q. After the Committee met with Mr. Robinson, what did you do?

A. It went back and reported to the men.

Q. After the Union meeting had broken up, what did you do? A. I went back to town.

Q. Before you left for town did you do anything further up around the camp there?

A. We went to the cookhouse and signed up the cookhouse crew.

Q. Who are "we"?

A. Mr. Johnson and myself.

Q. After you had signed up the cookhouse crew, what did you do? [416]

A. That is when we left for town.

Q. Did you see Mr. Brown, Jr. there at any time? A. Yes, I saw him.

Q. When was that with respect to the conclusion of the Union meeting?

A. It was after the second meeting.

Q. Where was it you saw him?

A. He was up in front of the office talking to Mr. Robinson.

Q. Was Mr. Robinson around there?

(Testimony of Gregory Moore.)

A. Yes, sir.

Q. Was there any conversation between Mr. Brown, Jr. and Mr. Robinson at that time?

A. They were talking, but I could not hear them, what was said. [417]

Cross Examination

Q. Mr. Hunt) Did the Committee all go there with Mr. Johnson or did you go in one at a time? [421]

A. It is a small door to go in and we went in one after the other.

Q. You went into the place in a group?

A. We were kind of strung out.

Q. After you got in there you had your conversation and you all left together; is that correct, one by one, through the door? A. Yes.

Q. And from the time you went in there and left you heard all the conversation? A. Yes.

Q. At that conversation did Mr. Johnson say you represented the men, that you were the Committee? A. He did.

Q. Did Mr. Robinson ask you if the camp was organized? A. I believe he did.

Q. And did Mr. Johnson volunteer that information? A. Yes.

Q. Did he state how completely the camp was organized?

A. No, he said it was organized.

Q. Were you in the courtroom all the time while Mr. Leon Wise testified?

A. No, not all the time.

(Testimony of Gregory Moore.)

Q. Mr. Robinson knew last summer that you had signed up as a member of the I.W.A.? [422]

A. I suppose so.

Q. As a matter of fact you were on a Committee and talked with him many a time, representing the Committee? A. Yes.

Q. You went back to work for Mr. Robinson on the 18th of July? A. Yes.

Q. And worked for him for how long?

A. To about the 13th of August.

Q. Did you work for him any after the 13th of August? A. No.

Q. When the jammer broke down were you able to operate with it in its broken condition?

A. No.

Q. What happened to the jammer, what happened to it?

A. The rear end of the hoist broke.

Q. That is rather serious for a jammer, isn't it?

A. It would have to be taken off and have it fixed probably.

Q. Would the parts broken require new parts to put it back into working condition?

A. No. They were the old parts used, it was a Model T rear end.

Q. Did any of those parts break when the rear end went up?

A. It was never torn apart while I was there.

Q. You saw it broken down? [423]

A. Yes.

Q. And the rear end went up? A. Yes.

(Testimony of Gregory Moore.)

Q. Was there anything broken among the parts?

A. We never took it apart; but it was something in the rear end.

Q. You never saw the jammer afterwards?

A. It was never fixed while I was there.

Q. They got another jammer? A. No.

Q. At that conversation Mr. Robinson stated that you had not been canned and were let out because the jammer broke down, and there was no further work to be done at that time?

A. Yes, that is it.

Mr. Hunt: That is all.

Trial Examiner Hektoen: Any redirect, Mr. Walker?

Mr. Walker: No, I have nothing.

(Witness excused.)

ARMON GARVIN,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (Mr. Walker) What is your name?

A. Armon Garvin.

Q. You reside in Sand Point? [424]

A. Yes.

Q. What is your occupation?

A. Woodsman.

Q. Have you ever been employed at Caribou?

A. Yes.

(Testimony of Armon Garvin.)

Q. When did you first work there?

A. I started there in 1936, June the 29th.

Q. Doing what?

A. Constructing a bridge.

Q. How long did you work on the bridge job?

A. I think it was about a month.

Q. After that what did you do?

A. I started in on the buildings.

Q. What buildings were they?

A. The cookhouse and the bunkhouses.

Q. The main camp? A. Yes, sir.

Q. And under whom did you work on that job?

A. Under Mr. Robinson.

Q. Was he the only one who directed you in your work?

A. Mr. Brown told me a few things to do there too.

Q. That is Mr. Brown, Sr.? A. Yes.

Q. What was the nature of your work on the camp buildings, were you the head carpenter or crew boss or what was it; were [425] you just a laborer?

A. I suppose properly speaking, I would be a carpenter.

Q. Who directed you on the work of construction, for instance, the cookhouse, how that would be done?

A. I think Mr. Robinson did.

Q. Mr. Robinson showed you where the site was?

A. Yes.

Q. Did you have any discussion with anyone

(Testimony of Armon Garvin.)

concerning the type of structure you were building? Or the size?

A. Just with Mr. Robinson.

Q. And did you work on the cookhouse until it was completed? A. Yes, sir; we did.

Q. After you worked on the cookhouse what structure did you take up next?

A. I think it was the bunkhouses then.

Q. Who did you confer with over the matter of the site for the bunkhouses?

A. Mr. Robinson.

Q. Mr. Robinson?

A. No; mostly Mr. Breen directed my work,—where to put one.

Q. With whom did you confer in the matter of the size and type of structure to build?

A. With Mr. Robinson.

Q. What was this talk you had with Mr. Brown, Sr. during [426] the course of the construction?

A. On the roof.

Q. Which roof?

A. The cookhouse roof; it has a 20-foot span on the lumber and he thought I should have put the short piece I had there at the top on the bottom; and I said I did not see where it made any difference.

Q. In other words the lumber would not reach the full reach?

A. He thought it would not reach the full length, you see.

Q. What was the rest of the conversation?

(Testimony of Armon Garvin.)

A. I think that was all about that.

Q. In conjunction with the construction of the cookhouse was there anything else constructed other than the building which is connected with it?

A. Yes, there was a septic tank built on the back end of the cookhouse.

Q. Was that work concerned with the cookhouse which came under your jurisdiction as a carpenter?

A. Yes.

Q. Did you have any conversations with anyone concerning that septic tank?

A. Yes, I did. Mr. Brown asked me who put the men to work here and I said I did and he said, "They are not doing anything, and I am going to Frank and get rid of them," which he did. [427]

Q. The men were working at the septic tank at that time? A. Yes, two of them.

Q. Were the men gotten rid of? A. Yes.

Q. During the construction of the bunkhouses did you have a discussion with anyone other than Mr. Robinson relative to the dimensions or type of structure?

A. Well, Mr. Breen ordered the dozers in there and showed me where he placed the last one and ordered a bulldozer to clear off the ground where they built the bunkhouse.

Q. What type of roof did you have on the bunkhouse? A. We had a half-hitch hook.

Q. Did you confer with anybody about the type of it?

(Testimony of Armon Garvin.)

A. Yes, Mr. Breen told me to cut the rafters half a hitch.

Q. Did you? A. Yes.

Q. In the 1936 season, were you engaged as a carpenter throughout the season?

A. Yes, sir.

Q. After the '36 season did you work again up there?

A. I took a small crew of men in 1937 and piled Mr. Robinson's brush.

Q. Who did you confer with about obtaining that job? A. Mr. Robinson.

Q. Is that the only type of work you did in 1937? [428] A. Yes; I think so.

Q. Did you work in 1938? A. Yes, I did.

Q. What doing?

A. I started in with Earl Davis.

Q. Doing what?

A. Making a few posts, and then I, after I got through with him, I went back to work for Mr. Robinson.

Q. From whom did you receive your check at the time you work with Mr. Davis?

A. Mr. Robinson.

Q. How long did you continue on the cedar work, approximately?

A. Cutting cedar logs?

Q. Yes.

A. I worked until March. I started in about November, I think, and worked until March, 1938, I believe.

(Testimony of Armon Garvin.)

Q. After that brush was piled what was done with it? A. It was burned then.

Q. Was the brush which you had piled burned? [431]

A. Yes, sir.

Q. That fall? A. Yes, sir.

Q. Who burned it?

A. Well, Boyd Stevens and I were ordered to burn the brush.

Q. Who told you to?

A. Mr. Bob Gillespie, he told us to burn the brush.

Q. And he told you where to burn; that is, what spot to burn it on when to burn?

A. Bob Gillespie told us where to burn and told Stevens and I that we were to take our orders from him and nobody else.

Q. Who selected the men who piled the brush for you?

A. On the green brush, I selected my own men.

Q. Who worked with you on the dry brush?

A. The same crew.

Q. How long did this burning business last?

A. I would say about thirty days, maybe a little more.

Q. At the end of the piling job—I don't know whether this was green brush or dry brush or whether it makes any difference, did you receive any directions as to when it was to conclude, or anything in that regard?

A. Yes, after we started on the dry brush, why,

(Testimony of Armen Garvin.)

there was about two weeks of that and we still had some of this green brush to burn yet; and after we finished the dry, we started on the green then again; and I had to send to town and get [432] more men; and in the meantime Frank came to the bunkhouse where I would see him and he told me to cancel the order for the men because Mr. Brown was going to shut it down. That was the end of the season.

Q. Was it in 1938 when you were working on this Hell Roaring Creek road job?

A. Yes, it was. [433]

Q. Did you see anybody that morning at all.

A. No. I saw young Jimmie; he came over to the crew and told us the camp was shut down, and Mr. Robinson was through.

Q. Just one question more: Are you a member of any labor organization?

A. Yes, sir; the C. I. O.

Q. Connected with the I. W. A., Local 119?

A. Yes.

Mr. Walker: That is all. [436]

Redirect Examination

By Mr. Walker:

Q. Had you worked for Mr. Davis on the cedar work prior to the time you burned the cedar brush?

A. Yes, sir; I had. [452]

Q. By whom were you paid when you worked for Mr. Davis; who did you get your check from?

A. He gave me an order on Mr. Robinson.

Q. You got your checks from Mr. Robinson?

A. Yes, sir.

(Testimony of Armon Garvin.)

Q. How did you get paid or by whom when on the Hell Roaring Creek trail work?

A. Mr. Robinson paid me.

Q. When you were doing the camp, the building work, from whom did you receive your check?

A. Mr. Robinson. [453]

CLYDE SMITH,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Walker:

Q. Do you live in Sandpoint? A. Yes, sir.

Q. And your name is Clyde Smith?

A. Yes, sir.

Q. Your occupation is that of logger?

A. Yes, sir.

Q. Did you ever work at Caribou?

A. Yes, sir.

Q. When did you first begin to work there?

A. 1936. [458]

Q. Mr. Smith, does the term "bring in your tools" have any significance among loggers?

A. Yes.

Q. What is it?

A. It means you are through.

Q. Do you remember the incident of the camp closing down in the forepart of June, 1939?

(Testimony of Clyde Smith.)

A. Yes.

Q. About when was it, when was this time when you rode up with Mr. Robinson with respect to the day on which the camp was closed down?

A. June the 5th, I believe.

Q. That was the day you——

A. (Interrupting) Monday morning.

Q. The day you rode up with Mr. Robinson?

A. It was in the afternoon.

Q. How do you fix that date in your mind?

A. Well, I worked that afternoon and the next day the camp was shut down, the next morning.

Q. How long had the cat been at camp before this time when you went up there to work on it?

A. About a week, I guess.

Q. During that interval at any time did you see Mr. Brown, Jr., at camp? A. Yes. [472]

Q. Did you have any conversation with him?

A. Yes.

Q. Prior to the June the 5th, the day you went to work on the cat, had you had any time to operate the cat? A. Yes, I operated it.

Q. Go ahead and relate the conversation you had with Mr. Brown, Jr.

A. I was up at the office and he came in and he said, "You started that cat down there." I said, "Yes." He said, "Come on down, I want to see how it operates." And we went down and I started it up and showed him how it run, and he went back to the office.

(Testimony of Clyde Smith.)

Q. Did you show him how to operate the levers and all that stuff? A. Yes.

Q. Did you move it? A. Yes.

Q. Was there anything further said between you and Mr. Brown, Jr., during this conversation?

A. Yes.

Q. Will you go ahead and relate what else was said?

A. He backed up and said, "I hope that rig is all right."

Q. Did you attend a meeting at the camp prior to the camp shutting down? A. Yes. [473]

Q. How did you learn there was to be a meeting?

A. Mr. Wise told me.

Q. And about when was it that you learned that?

A. That was about three o'clock in the afternoon.

Q. Where were you at the time?

A. At the blacksmith shop. [474]

CLIFFORD J. GOOBY,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Walker:

Q. What is your name?

A. Clifford J. Gooby.

Q. And you live in Sandpoint?

(Testimony of Clifford J. Gooby.)

A. Yes, sir.

Q. What is your occupation?

A. Lumberjack.

Q. Have you ever worked at Caribou operation?

A. Yes. [480]

Q. And do you remember the incident of the camp closing on June 7, 1939? A. Yes.

Q. And had your loading work been continuous since you first began loading logs in 1935 up to that time?

A. There was a period in the Fall of 1938 when Mr. Robinson took the job away from us for about a month.

Q. Excepting that your loading was continuous? [481]

A. Yes, there were no logs loaded at that time; he took the job away from us but nobody loaded any logs at that time. [482]

Q. How did you happen to do that loading when you first started in in the Spring of '39 over the C. I. and switch to the Great Northern?

A. Mr. Robinson and James Brown, Jr., came to the landing and said to go by the Great Northern; the next day, I believe it was, the 6th of June, to go to the Great Northern the next day and clean the landing off; we were going to fix the landing, repair it.

Q. Who told you to clean the landing off? [488]

A. I would say Mr. Robinson did.

Q. This is June the 5th?

A. I think it was the 5th or 6th of June.

(Testimony of Clifford J. Gooby.)

Q. About what time of the day was it?

A. About three o'clock. We didn't hear from him after that.

Q. Were any other directions given you to that time?

A. Mr. Brown, Jr., told me to order twelve cars from the Great Northern so we would have cars on both landings, and if short of cars on the S. I., we could load on the Great Northern.

Q. Did you do that? A. Yes.

Q. Were the cars delivered? A. Yes, sir.

Q. When? A. The next day.

Q. Did you work at any time during the day on which the camp closed? A. Yes.

Q. How did you learn that the camp had closed?

A. Well, there was a man came from the camp, I believe Clyde Smith, that he came over to the landing about one o'clock and told us the camp was closed and there was going to be a meeting in the camp and he wanted to know if we would come down to it. [489]

Q. At any time during the period the camp was closed down did you have a talk with Mr. Robinson? A. Yes.

Q. Do you remember the instance of a crew passing through the picket line with some State Police in attendance?

A. I wasn't there; I was in town.

Q. I want you to fix the event in your mind, do you know of the event? A. Yes.

(Testimony of Clifford J. Gooby.)

Q. When was your talk with Mr. Robinson with respect to when the recruited crew went through the picket line?

A. I believe I saw him there that morning.

Q. Where? A. At Sandpoint.

Q. Did you have a conversation with him?

A. Yes.

Q. What was it?

A. He told me they were going to start to work.

Q. Did you say anything to him?

A. I said to him that the jammer and the trailers were at Samuels and before we could load they would have to be put back on the landing where they could be loaded.

Q. Was that all the conversation?

A. Yes; he asked me if I would do it and I said yes, I would have them switched. That is all. No, I beg pardon, he [490] asked me where the landing men were, he asked me where the landing men were and I said I did not know where they were; I told him where they lived and he said he wanted to know if they would go back to work and he said, would I go and unload the truck? And I said, "No."

Q. Why wouldn't you go up there and unload the trucks?

Mr. Hunt: Objected to as immaterial.

Trial Examiner Hektoen: He may answer.

A. The year before that we were unloading the trucks and he took the job away from us and gave it to two other men and I didn't see any reason why I should go up there and unload the trucks.

(Testimony of Clifford J. Gooby.)

Q. And after this conversation did you have a later conversation with him? A. Yes.

Q. And about when was it, the next one, with reference to the one you just told about?

A. It was between five and seven o'clock.

Q. Where did the conversation take place?

A. At my house.

Q. What conversation took place?

A. He came and asked if the cars had been switched and I said yes. He said, "Are you going to load the logs?" I said, "No." I had been up there that afternoon and there was a picket line and I would not go through the picket line [491] to work.

Q. Did Mr. Robinson say anything further?

A. Yes, he said he would send the State Police down there with a gun and drive the picket line away.

Q. Did you say anything to that?

A. I said, "I don't care to work under the gun."

[492]

Cross Examination [499]

Q. Now, in connection with this incident when Mr. Robinson and Mr. Brown came to the landing, what was it Mr. Robinson told you about cleaning up the landing? A. What date?

Q. Wasn't it June 5th or 6th?

A. He said he wanted them landed on the Great Northern, Light Landing on the S. I. and wanted the logs taken off the landing. The skids were pulled out of shape.

(Testimony of Clifford J. Gooby.)

Q. When was that?

A. That was 1939.

Q. June the 5th or 6th, 1939? A. Yes.

Q. How long were they being hauled?

A. Three or four days.

Q. Were they dragged in or trucked in?

A. What we loaded were trucked in.

Q. Were there any logs left on the landing deck?

[512]

A. No.

Q. The logs had just been hauled three or four days? A. Yes.

Q. And they were not hauling very many during those three or four days, were they? A. No.

Q. Do you recall, don't you, the hauling hadn't really got started during the operation?

A. No.

Q. And the weather was extremely bad, wasn't it, wet? A. It was raining some.

Q. It was raining quite a lot?

A. Hardly that.

Q. You didn't let the weather interfere with your work at any time?

A. If they could haul them we would let them.

Q. Ordinarily the effect of the rain was what it had on the roads? A. Yes.

Q. During the rain did the trucks come in fully loaded? A. Yes.

Q. How many were brought in a day?

A. I think four trucks were hauling, and mak-

(Testimony of Clifford J. Gooby.)

ing two or three trips a day; four trucks were hauling.

Q. Making two or three trips a day; had they quit hauling; [513] had the hauling diminished any in the territory after the 6th? A. Yes.

Q. Of June?

A. No; they were hauling the same amount of trucks.

Q. The same truckmen? A. Yes.

Q. I don't remember, but you may know whether the logs which reached there and which were hauled there the three or four days, by what particular operation they got there, whether by the main road or by rail?

A. No, they were from the woods.

Q. Those logs were sealed on the landings?

A. Yes, sir.

Q. Just what stage, for my information, at what stage was the scale made as the logs came on the truck?

A. They were handled before, before they were loaded on the cars.

Q. They were unloaded from the cars to the roadway and sealed by the scaler working for the Humbird Lumber Company? A. Yes.

Q. And he sealed them and you loaded them on the cars with your jammer? A. Yes. [514]

Q. That was the custom and practice of sealing the logs and had been during the years up there at the landing? A. Yes.

(Testimony of Clifford J. Gooby.)

Q. And your compensation was based on that scale? A. Yes.

Q. I beg pardon? A. Yes, sir.

Q. You didn't know about this Union meeting on the evening of June 6 at Robinson's camp until after it occurred, did you? A. No.

Q. You were working at Samuels Siding on June 6, loading, were you? A. I believe so.

Q. Were you working on June 7 when someone came over and told you about the camp being closed down? A. Yes.

Q. Who was that? A. Clyde Smith.

Q. And were any logs being delivered that day?

A. I think one load came in that day.

Q. Who brought in that load?

A. I believe Jim Morrow.

Q. Who? A. Jim Morrow. [515]

Q. Didn't he tell you about the camp being shut down?

A. I don't know; I was running the rigging.

Q. Was it then you learned from Clyde Smith, you first learned about the meeting which was to be held?

A. It was maybe told me before; I don't remember.

Q. Did he tell you about it? A. Yes.

Q. Did he ask you to come?

A. No, he asked when we got done work to come in and go to the meeting when we got through. I didn't go to the meeting and I finished up the loading and came to town.

(Testimony of Clifford J. Gooby.)

Q. When did you quit work after that?

A. We loaded off and on during June in town.

Q. At Sandpoint?

A. Yes; on the Humbird job all through June.

Q. On the Humbird Lumber Company job?

A. We were loading for Mr. Robinson.

Q. You were loading for Mr. Robinson?

A. That is what I thought.

Q. And you got paid by him? A. Yes.

Q. And did you load them under the same arrangement, so much a thousand? A. Yes.

Q. (Trial Examiner Hektoen): On the same kind of flat cars? [516]

A. Yes. And with the same kind of rigging.

Q. (Mr. Potts): There is no question about who you loaded them for, is there?

A. No, not in my mind.

Q. You didn't go back to Samuels Siding to do any loading?

A. Not after the 7th of June.

Q. When did you next go back there, or did you go back at all? A. The 14th of July.

Q. When the camp opened up?

A. No, it did not open up for two or three days.

Q. Did you commence loading on the 14th of July? A. Yes.

Q. Did you go on the original basis?

A. I went back by the day.

Q. You went back by the day; that was pursuant to the arrangement made at the time you met Mr. Rayner? A. Yes.

(Testimony of Clifford J. Gooby.)

Q. And Mr. Robinson at the hotel?

A. Yes.

Q. And you continued throughout the season on that basis, didn't you? A. Yes, sir.

Q. When was it you went to Spokane trying to buy the stumpage? [517]

A. I don't remember the date.

Q. While the camp was shut down?

A. Yes, while the camp was shut down.

Q. And you bought it or made arrangements to buy it?

A. No, I didn't buy it then, I talked about it.

Q. You said you completed the arrangements on that. A. Not then.

Q. Did you later?

A. I went back again to see about it and finished the arrangements in Sandpoint.

Q. You completed the arrangements?

A. Yes; finally I did.

Q. Who was it mentioned about your resuming loading logs for Mr. Robinson?

A. When?

Q. What? A. When?

Q. During the conversation in Spokane what was said about loading operations?

A. Nobody said anything about loading operations for Mr. Robinson. They sold me the stumpage and I continued to load Mr. Robinson's logs; that is all there was to that. They had asked me if I would continue to load Mr. Robinson's logs if they sold me the stumpage and I said yes.

(Testimony of Clifford J. Gooby.)

Q. You have continued up to the present time to load logs [518] for Mr. Robinson?

A. No; the last time I worked was November 1st.

Q. When?

A. November 1st and I didn't work any more until March 6th or 7th.

Q. And that is this month?

A. This month.

Q. And you came back in March, 1940?

A. Yes, sir.

Q. And are working now? A. Yes, sir.

Q. Except while you are wasting time here in court? A. Yes, sir.

Q. Now, you don't know as a matter of fact whether those logs or the amount represented by this one check of the Long Lake Lumber Company which you testified about; you don't know where those logs came from, do you? A. Caribou.

Q. You know they came from Caribou?

A. Yes.

Q. Because you were not loading from any other place at any time?

Q. (Trial Examiner Hektoen): Is that the check which was signed by Dave Brown?

A. I think so. [519]

Q. (Mr. Potts): What was the amount of it?

A. \$735 or something like that; it was more than \$700.

Q. Is that the final settlement for the year?

A. Yes.

(Testimony of Clifford J. Gooby.)

Q. It was a check for final settlement?

A. Yes, for the month of October.

Mr. Potts: That is all.

Redirect Examination

Q. (Mr. Walker): Mr. Gooby, you said you went back to work in July? A. Yes.

Q. Pursuant to the arrangement made with Mr. Robinson and Mr. Brown, Jr. and yourself?

A. Yes.

Q. And it was two or three days after that arrangement before you went to work?

A. I started the same day.

Q. And it was two or three days after the camp reopened when you had the loading?

A. Yes.

Q. That is when it was? A. Yes.

Q. Who directed you in the matter of cleaning up all the landings and getting them ready for repair? A. Mr. Robinson. [520]

Q. These logs at the Y had come from Little Lightning Creek? A. Yes.

Q. You were paid by Mr. Robinson for that work? A. Yes.

Q. Who directed you to hire the crew the day before the camp closed down?

A. Mr. Jimmie Brown, Jr.

Q. Who carried the Social Security tax on your crew of seven men? A. Mr. Robinson.

Q. Who carried the hospital?

A. Mr. Robinson.

(Testimony of Clifford J. Gooby.)

Q. Were Social Security tax deductions made from the checks received by you? A. Yes.

Q. And was there any deduction made on hospital before you received a check for the crew?

A. Yes, sir.

Q. Did you carry workmen's compensation insurance on your crew? A. No.

Q. Who did it? A. Mr. Robinson.

Trial Examiner Hektoen: Is there anything further? [521] Mr. Raynor, is he the law enforcement attorney?

Mr. Potts: For the C.I.O.? I guess.

Trial Examiner Hektoen: He is not the sheriff?

Mr. Hunt: No, a law enforcement agent.

Mr. Potts: Commissioner of Law Enforcement.

[522]